

**BOARD OF TRUSTEES
FINANCE AND ADMINISTRATION COMMITTEE**

**September 11, 2020
9:00 a.m., Teleconference
Agenda**

1.0 Action Items

**1.1 Resolution F16-20
Approval Enacting Policy 5.43, Animals on Campus**

Mr. Michael McPhillips, General Counsel, will present Policy 5.43 and the accompanying procedure which set forth the rights and responsibilities of individuals with disabilities who have service animals and/or emotional support animals, and individuals who wish to bring domesticated pets on campus.

**1.2 Resolution F17-20
Approval of Amendment and Restatement of Pick Up for Statutorily
Required Contribution to Ohio Public Employees Retirement System**

Mr. Michael McPhillips, General Counsel, will present Resolution F17-20 to amend and restate the OPERS pick up plan to comply with Internal Revenue Code Section 414(h)(2).

**1.3 Resolution F18-20
Approval of Amendment and Restatement of Pick Up for Statutorily
Required Contribution to State Teachers Retirement System**

Mr. Michael McPhillips, General Counsel, will present Resolution F18-20 to amend and restate the STRS pick up plan to comply with the Internal Revenue Code Section 414(h)(2).

2.0 Information and Reports

2.1 Mr. Eric Braun, VP, Advancement and Enrollment Management, will present the Enrollment Management Report.

2.2 Mr. Michael Barhorst, VP, Finance and Administration, will brief the Committee on FY21 Budget.

2.3 Butch Kotcamp, Director of Facilities, will update the Committee on Capital Projects.

2.4 Malonda Johnson, Director of Human Resources Operations, will provide the Personnel Activity for the 4th Quarter of FY20, Employee Furlough Update and the implemented Reduction in Force for FY21.

- 2.5** Mr. Greg Ballengee, Controller, will brief the Committee on the TIAA Cash Reserves Investment Portfolio and Monthly Performance.
- 2.6** Mr. Michael McPhillips, General Counsel, will brief the Committee on policy and procedure updates:
- 2.6.1 Procedure 3.22:1 Attendance and Participation while awaiting VA Tuition and Fee Payments
 - 2.6.2 Procedure 5.01:2 Reporting & Investigating Discrimination, Sexual Harassment and Retaliation
 - 2.6.3 Policy 4.93 Controlling Infectious and Communicable Diseases
 - 2.6.4 Procedure 4.93:1 Infectious and Communicable Disease Procedure
- 2.7** Ms. Nikki Neal, Director, Student Business Center, will report on the Shawnee CARES Grants.
- 2.8** Mr. Eric Braun will present the Advancement & Enrollment Management Executive Report.

RESOLUTION F16-20

ENACTING POLICY NO. 5.43, ANIMALS ON CAMPUS

WHEREAS, a University Accessibility Committee was reestablished in 2019 to review and recommend actions to ensure compliance with various state, federal, and local laws, including the Americans with Disabilities Act, Federal Rehabilitation Act, and the Fair Housing Act; and

WHEREAS, the Committee concluded that existing University policies and procedures complied with the aforementioned laws, but the University community could benefit from a consolidation of the rules and regulations regarding service animals, emotional support animals, and other animals on campus into a single policy and associated procedure; and

WHEREAS, the Accessibility Committee was comprised of representatives from Health and Counseling, Housing, Accessibility Services, Human Resources, Facilities, Student Life, Risk Management, and Faculty, all of whom had an opportunity to provide input in the policy; and

WHEREAS, the Committee reported its findings and recommendations of a policy to the President, who recommends the passage of the attached Policy No. 5.43;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Shawnee State University approves the enactment of Policy No. 5.43, Animals on Campus.

(September 11, 2020)

Shawnee State University

POLICY TITLE:	ANIMALS ON CAMPUS
POLICY NO. :	5.43
ADMIN CODE:	3362-5-43
PAGE NO.:	1 OF 4
EFFECTIVE DATE:	09/11/2020
NEXT REVIEW DATE:	09/2023
RESPONSIBLE OFFICER(S):	VPFA & PROVOST
APPROVED BY:	BOARD OF TRUSTEES

1.0 PURPOSE

The University is committed to enabling qualified individuals with disabilities who benefit from being accompanied by a service animal and/or emotional support animal to enjoy equal benefits to employment, education, and enjoyment of its services, programs and activities. Accordingly, the University seeks to ensure accessibility to students, faculty, staff, and visitors with disabilities, consistent with federal and state law. The University also wishes to make its outdoor areas available for domesticated pets that are under a handler's control and whose handlers are respectful of the rights of others. This policy and the accompanying procedure set forth the rights and responsibilities of individuals with disabilities who have service animals and/or emotional support animals, and individuals who wish to bring domesticated pets on campus.

2.0 DEFINITIONS

As used in this policy and any accompanying procedure(s), the following definitions will apply:

- 2.1 Direct Threat: A significant risk to the health or safety of oneself or others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.
- 2.2 Domesticated Pet: An animal that is a member of a species that normally and customarily shares human habitat and is normally dependent on humans for food and shelter, typically dogs and cats.
- 2.3 Emotional Support Animal (ESA): An animal that provides support, assistance or other service, including emotional support, comfort or therapy, that mitigates the impact of a disability. An ESA need not have specialized training.
- 2.4 Individual with a Disability: A person with a physical or mental impairment that substantially limits one or more of the major life activities of such individual. *(Please note that this definition as it pertains to service animals and ESAs is narrower than the definition of disability in Procedure No. 5.01:6 and other University anti-discrimination provisions).*

- 2.5 Service Animal: Dogs (and in some situations, miniature horses) that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. For the purposes of this definition, work and tasks do not include the provision of emotional support, well-being, comfort or companionship. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Tasks performed by a service animal may include but are not limited to assisting the blind and visually impaired; alerting individuals who are deaf or hard of hearing; pulling a wheelchair; assisting during a seizure; retrieving medicine; and assisting with balance.
- 2.6 Service Animal in Training: An animal that is being trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.
- 2.7 Therapy Animal: An animal that: (1) has received training appropriate for animal assisted therapy ("AAT") as evidenced by receipt of the Canine Good Citizen ("CGC") certificate from the American Kennel Club ("AKC"), or registration by a national Therapy Animal organization, such as the Delta Society or Therapy Dogs International and (2) is used by a health care or mental health professional in a therapeutic setting. A Therapy Animal is not a Service Animal.

3.0 SERVICE ANIMALS

- 3.1 Individuals with disabilities are permitted to be accompanied by an approved service animal at all indoor and outdoor locations on property owned, leased or maintained by the University where members of the public, participants in services, programs or activities, and other campus visitors are permitted to be present, provided that the animal is under the handler's control. A handler's control of the animal typically requires a harness, leash that is less than six feet in length, or other tether, unless the use of such restraint would interfere with the animal's safe, effective performance of work or tasks. In such instances, the service animal must be otherwise under the handler's control (e.g., by voice controls, signals or other effective means).
- 3.2 Exceptions: The University may ask an individual with a disability to remove a service animal from campus if:
- 3.2.1 The animal is out of control and the animal's handler does not take effective action to control it;
- 3.2.2 The animal is not housebroken; or
- 3.2.3 The animal poses a direct threat to the individual or others.

- 3.3 If a service animal is removed under the provisions of section 3.2, the individual with a disability shall be given the opportunity to participate in the service, program, or activity without having the service animal on the premises.
- 3.4 The University is not responsible for the care or supervision of a service animal. If a service animal is removed under section 3.2, above, the individual with a disability is responsible for arranging for the animal's care and supervision.
- 3.5 The same rights and responsibilities set forth in this section also apply to any service animals in training, provided that the animal wears a collar and leash, harness, or cape that identifies the animal as a service animal in training.

4.0 EMOTIONAL SUPPORT ANIMALS

- 4.1 In addition to the rights to have service animals, as discussed in Section 3, above, a resident of University housing with a disability may be permitted to have an emotional support animal (ESA) as a reasonable accommodation that is necessary to afford the individual equal opportunity to use and enjoy a dwelling, or to participate in the housing service or program. The right to have an ESA is conditioned on advance approval from the Office of Accessibility Services and compliance with University procedures pertaining to ESAs.
- 4.2 An individual with an approved ESA may only have the animal in his/her housing unit, in designated areas where the animal can relieve itself, and (when applicable) in other areas where the ESA has been approved as a reasonable accommodation. The University may remove an ESA from any other area, including outside areas of campus where animals are not otherwise permitted. When the ESA is outside the housing unit or another permissible location, it must be in an animal carrier or controlled by a leash or harness.

5.0 SURCHARGES/DAMAGE FEES

The University will not require any individual with an approved service animal or emotional support animal to pay any additional fee, deposit, insurance or other surcharge, even if people accompanied by pets are required to pay such fees, or to comply with other requirements generally not applicable to people without pets. However, the University may require such individuals to pay for damages caused by their animals beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear.

6.0 THERAPY ANIMALS

The University Counseling and Health Clinic or its equivalent may use therapy animals when doing so is consistent with best treatment practices and conforms with professional standards. Therapy animals may also be used for classes or demonstrations on campus with advance notice to and approval from the appropriate Vice President or Dean, as applicable.

7.0 DOMESTICATED PETS

Domesticated pets typically include dogs and cats. Other species of pets may be permitted on the outdoor premises of University property with the written approval of the Director of Public Safety or his/her designee. Domestic pets that are leashed shall be permitted in open outdoor areas of campus, except as noted below. Domestic pets that are not service animals, emotional support animals, or otherwise approved as an accommodation for an individual's disability, shall not be permitted inside University owned, leased, or controlled buildings. Domestic pets shall not be permitted on outdoor athletic playing fields owned, leased or maintained by the University, irrespective of whether the playing field is then in use. Domestic pets may be removed from an organized outdoor performance, presentation, or event, when the organizer of such event determines that the animals' presence is or is likely to be disruptive.

8.0 SPECIAL EVENTS AND CIRCUMSTANCES

With the approval of the Director of Public Safety or a Vice President, animals shall be allowed on campus for special events and circumstances, including but not limited to K-9 law enforcement demonstrations, other law enforcement investigations, bedbug detection, and animal shelter visits.

9.0 SERVICE ANIMALS IN TRAINING

The University may enter into one or more agreements with recognized organizations that provide training of service animals. Such agreements may set forth requirements for individuals on campus who work with service animals in training as volunteers or otherwise.

10.0 COMPLIANCE WITH LAWS AND POLICIES

The owner of any animal on campus must comply with current city, county, and state ordinances, laws, and regulations pertaining to licensing, vaccination, and other requirements for animals. The animal owner is responsible for knowing and understanding these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and regulations, which may include proof of licensure and/or vaccination.

History

Effective: 09/11/2020

Applicable Procedures: [5.43:1 Service Animals and Emotional Support Animals](#)

INFORMATION ONLY

PROCEDURE TITLE:	SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS
PROCEDURE NO.:	5.43:1
RELATED POLICY:	5.43
PAGE NO.:	1 OF 3
RESPONSIBLE ADMINISTRATOR(S):	VPFA & PROVOST
EFFECTIVE DATE:	09/11/2020
NEXT REVIEW DATE:	09/2023
APPROVED BY:	PRESIDENT

1.0 GENERAL

The use of service animals and emotional support animals in and on University owned, leased or maintained property shall be in accordance with these procedures.

2.0 REQUESTS FOR SERVICE ANIMALS OR EMOTIONAL SUPPORT ANIMALS

Requests by individuals with disabilities to have a service animal at University locations where animals are otherwise prohibited or to have an emotional support animal (ESA) in University housing shall be handled by the Office of Accessibility Services. The requirements of Procedure No. 5.01:06 shall apply to all such requests to the extent that they are not inconsistent with the procedures herein.

3.0 SERVICE ANIMALS

3.1 In determining whether an individual with a disability shall be permitted to have a service animal, the Office of Accessibility Services will limit its inquiry to the following questions:

3.1.1 Whether the animal is required because of a disability; and

3.1.2 What work or task the animal has been trained to perform.

Notwithstanding the provisions of Procedure 5.01:5, the ADA Coordinator's inquiry of an employee requesting a service animal will also be limited to these two questions.

3.2 The Office of Accessibility Services will approve the service animal without the inquiries set forth in sections 3.1.1 and 3.1.2 when it is readily apparent that the animal is trained to do work or perform tasks for the individual with a disability (*e.g.*, the dog is observed guiding an individual who is blind or has low vision,

pulling a person's wheelchair or providing assistance with stability or balance to an individual with an observable mobility disability).

- 3.3 The University will not require documentation such as certification, proof of training, or licensure for a service animal.

4.0 EMOTIONAL SUPPORT ANIMALS

- 4.1 Approval from the Office of Accessibility Services is required before an individual is permitted to have an ESA in student housing.
- 4.2 In consideration of others who will be living in student housing, applicants for ESAs should give as much advance notice as feasible of their request.
- 4.3 A resident requesting an ESA must provide written consent for the Office of Accessibility Services to disclose the request for an ESA and/or presence of the ESA to others who may be impacted by the presence of the animal including, but not limited to, housing personnel and potential or actual roommates/neighbors. The University will limit its disclosure to information related to the animal and will not include information related to the disability of the requester.
- 4.4 The application for an ESA must include documentation from a reliable third party establishing that:
- 4.4.1 The applicant is an individual with one or more physical or mental impairments that substantially limit a major life activity.
- 4.4.2 The ESA is necessary to assist with the individual's disability.

A reliable third party is someone familiar with the individual's disability and the necessity for the requested accommodation. Reliable parties may include, but are not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

- 4.5 The University may deny a request for an ESA when the animal would pose a direct threat to others, would impose an undue financial or administrative burden, or would fundamentally alter the housing program or services. When the nature of a request for an ESA would reasonably cause the Office of Accessibility Services to question whether one of these exceptions might apply, Accessibility Services will promptly consult with other affected University interests (e.g., Housing, Residence Life, Academic Department) in attempt to obtain consensus on whether the request should be accepted or denied. When consensus cannot be reached, the question will be presented to the Provost for final determination.

- 4.6 An individual with an approved ESA is responsible for ensuring that the animal is well cared for, and is not left alone or cared for overnight by others in student housing. Any evidence of mistreatment, abuse, neglect, or leaving the ESA unattended for unreasonably long periods of time may result in immediate removal of the ESA and/or discipline for the responsible individual. The University may order the removal of the animal if the owner fails to fulfill these responsibilities.
- 4.7 Individuals with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are advised to contact the Office of Accessibility Services or Housing and Residence Life if they have a health or safety related concern about exposure to an ESA. Upon request, the University will provide reasonable accommodations for individuals with disabilities who will be impacted when living in proximity to ESAs.
- 4.8 The University may remove an ESA if it poses a direct threat to the health or safety of others, causes substantial property damage, or creates an unmanageable disturbance or interference with the University community.
- 4.9 An ESA may only remain in student housing for as long as the owner has a disability-related need for the animal. The owners are required to notify the University if the animal is no longer necessary or no longer in residence.

5.0 DIRECT THREAT

In determining whether an animal poses a direct threat to the health or safety of others, the Office of Accessibility Services will make an individualized assessment, relying on objective evidence to determine the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk. Breed, size, and weight limitations may not be applied in excluding any ESA, nor may an ESA be excluded based on fear or speculation about the types of harm or damage an animal may cause.

History

Effective: 09/11/2020

RESOLUTION F17-20

**AMENDMENT AND RESTATEMENT OF PICK UP PLAN FOR
STATUTORILY REQUIRED CONTRIBUTION TO
OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM**

WHEREAS, pursuant to federal and Ohio laws, the federal and state income taxes on a portion of the wages or salaries of the employees of Shawnee State University (the “University”) will be deferred if the University “picks up” (assumes and pays) the contributions statutorily required to be made by such covered employees to Ohio Public Employees Retirement System (OPERS); and

WHEREAS, the University would not incur any additional costs in the picking up of such contributions; and

WHEREAS, the University, via Board of Trustees Resolution 84-83, approved an OPERS pick up plan via salary reduction to be effective July 1, 1983, and

WHEREAS, the University now wishes to amend and restate said pick up plan to comply with Internal Revenue Code Section 414 (h) (2),

NOW THEREFORE BE IT RESOLVED THAT:

Effective September 11, 2020, the full amount of the statutorily required employee contributions to OPERS shall continue to be withheld from the gross pay of all persons that are employees of the University who are or become contributing members of OPERS, and shall be “picked up” (assumed and paid to OPERS) by the University; and

This “pick up” by the University shall be designated as public employee contributions and shall be in lieu of contributions to OPERS by all persons that are employees of the University who are or become contributing members of OPERS; and

No person subject to this “pick up” shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it “picked up” by University or of being excluded from the “pick up”; and

The University shall, in reporting and making remittance to OPERS, report that the public employees contribution for each person subject to this “pick up” has been made as provided by the statute. Therefore, contributions, although designated as employee contributions, are employer-paid, and employees do not have the option to receive the contributions directly. All contributions are paid by the employer directly to the plan; and

The University's method of payment of salary to employees who are participants in OPERS is hereby modified as set forth in the following paragraph in order to provide for a salary reduction pick up of employee contributions to OPERS; and

The total salary for each employee shall be the salary otherwise payable under the University's policies. Such total salary of each employee shall be payable by the University in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by OPERS to be paid as an employee contribution by that employee, and shall be paid by Shawnee State University to OPERS on behalf of that employee as a pick up and in lieu of the OPERS employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the pick up for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The University shall compute and remit its employer contributions to OPERS based upon an employee's total salary; and

The total combined expenditures of the University for such employees' total salaries payable under applicable University policies and the pick-up provisions of this resolution shall not be greater than the amounts it would have paid for those items had this provision not been in effect; and

The Vice President for Finance and Administration and Director of Human Resources are hereby authorized and directed to implement the provisions of this resolution to institute the "pick up" of the statutorily required contributions to OPERS for those employees of the University who are or become contributing members of OPERS, so as to enable them to obtain the result in federal and state tax deferments.

RESOLUTION F18-20

AMENDMENT AND RESTATEMENT OF PICK UP PLAN FOR STATUTORILY REQUIRED CONTRIBUTION TO STATE TEACHERS RETIREMENT SYSTEM

WHEREAS, pursuant to federal and Ohio laws, the federal and state income taxes on a portion of the wages or salaries of the employees of Shawnee State University (the "University") will be deferred if the University "picks up" (assumes and pays) the contributions statutorily required to be made by such covered employees to the State Teachers Retirement System (STRS); and

WHEREAS, the University would not incur any additional costs in the picking up of such contributions; and

WHEREAS, a STRS pick up plan via salary reduction was approved through Board of Trustees Resolution 84-83, effective July 1, 1983; and

WHEREAS, the University now wishes to amend and restate said pick up plan to comply with Internal Revenue Code Section 414 (h) (2);

NOW, THEREFORE, BE IT RESOLVED that effective September 11, 2020, Shawnee State University agrees to pick up the total amount of employee contributions required by Section 3307.26, Revised Code, to be contributed by all persons that are employees of the University who are or become contributing members of STRS; and

Shawnee State University is permitted to pick up employee contributions pursuant to Section 3307.27, Ohio Revised Code, and Section 414(h)(2) of Internal Revenue Code. These picked-up contributions, although designated as employee contributions, are being paid by Shawnee State University in lieu of employee contributions and shall be treated as mandatory salary reduction from the contract salary otherwise payable to the employee; and

Employees of the University who are or become contributing members of STRS may not opt out of the picked-up contributions or elect to receive the contributed amounts directly instead of having them picked up by Shawnee State University and paid to STRS Ohio.

(September 11, 2020)

Fall 2020 Enrollment Report

September 11, 2020 Board of Trustees Meeting

Strategic Enrollment Plan

Shawnee State University intends to **increase enrollment, improve student success, and achieve financial sustainability** through the following core strategies:

Enhance Recruitment

Diversify Student Population

Increase Retention and Student Success

Align Operational Improvements & Efficiencies with Enrollment Goals

Strategic Enrollment Priorities & Action Projects

Goal 1: Increase Enrollment	Goal 2: Develop a Diverse and Sustainable Student Body	Goal 3: Improve Retention & Student Success	Goal 4: Achieve Financial Sustainability
<p>Strategies</p> <ul style="list-style-type: none"> Enhance academic programming Reorganize & invest in Admissions & Recruitment Invest in Marketing & Branding Increase enrollment of student athletes Enhance partnerships with regional K-12 and community colleges Improve effectiveness of scholarships 	<p>Strategies</p> <ul style="list-style-type: none"> Increase enrollment of post-traditional students through expansion of online program offerings Increase enrollment of high performing students Increase enrollment of international students Increase enrollment of minority students 	<p>Strategies</p> <ul style="list-style-type: none"> Offer pathway for developmental students to attain college-readiness Improve retention of first-generation students Improve student success in gateway classes Align high school with college curriculum Improve student services to students through use of benchmarked surveys 	<p>Strategies</p> <ul style="list-style-type: none"> Improve efficiencies and capacity in Admissions and Recruitment Improve efficiencies and capacity in Student Business Operations Create greater efficiencies in scheduling classes Improve signage and wayfinding in campus and community

Fall 2020 Enrollment Goals

	Enrollment Goals								
	Fall 15	Fall 16	Fall 17	Fall 18	Fall 19	Fall 20	Fall 21		
Total Student Enrollment	3903	3768	3601	3293	3323	3544	3970		
CCP Students	193	129	171	175	175	201	217		
FTIAC	868	861	712	648	778	855	941		
Transfer	218	176	185	154	154	177	195		
Continuing Students (Undergrad)	2359	2326	2216	1993	1976	1994	2126		
Residential Students (Fall Number)	855	888	807	680	714	785	864		
Commuter Students (Fall Number)	3048	2880	2794	2613	2609	2758	3106		
# of Students enrolled in Online Programs	0	0	0	0	60	110	250		
# of Traditional Students (age 24 and under)	3122	3096	2966	2789	2749	2889	3224		
# of Post-traditional Students (age 25 and older)	781	672	635	504	575	655	747		
# of Hispanic/Latino (H/L)	24	29	26	26	29	31	35		
# of Black or African-American, non-H/L	198	206	171	149	164	184	198		
# of Students from Kentucky	288	291	280	284	298	343	370		
# of Students from West Virginia	19	18	23	23	28	33	40		
# of International Students	50	41	34	30	50	55	61		
# of Student Athletes	208	255	262	339	339	359	369		
# of Graduate Students	152	169	176	156	181	206	241		

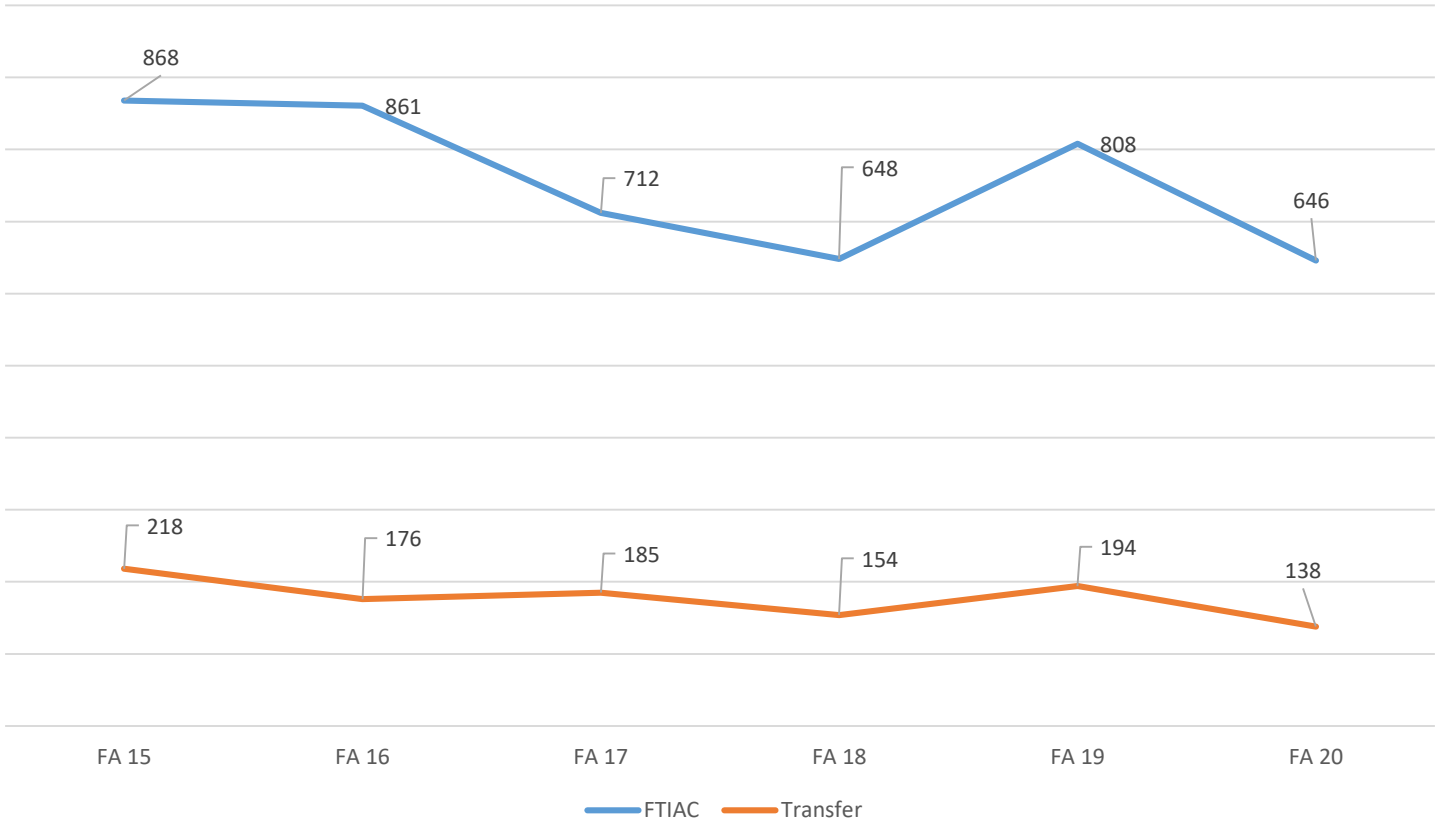
End of Fall 2019 Season Recruiting Funnel

Fall 2020 Final Funnel Summary vs. Fall 2019

First-Time Freshman	Applications	+4%
	Admitted Students	- 4%
	Orientation Attendance	-12%
	Financial Aid Packages	- 7%
	Students Registered	-20%
Transfer Students	Applications	-64%
	Admitted Students	-43%
	Financial Aid Packages	-35%
	Students Registered	-29%

New Student Enrollment Down 22%

FTIAC & Transfer Enrollment



Enrollment Trending Away from Local in 2020

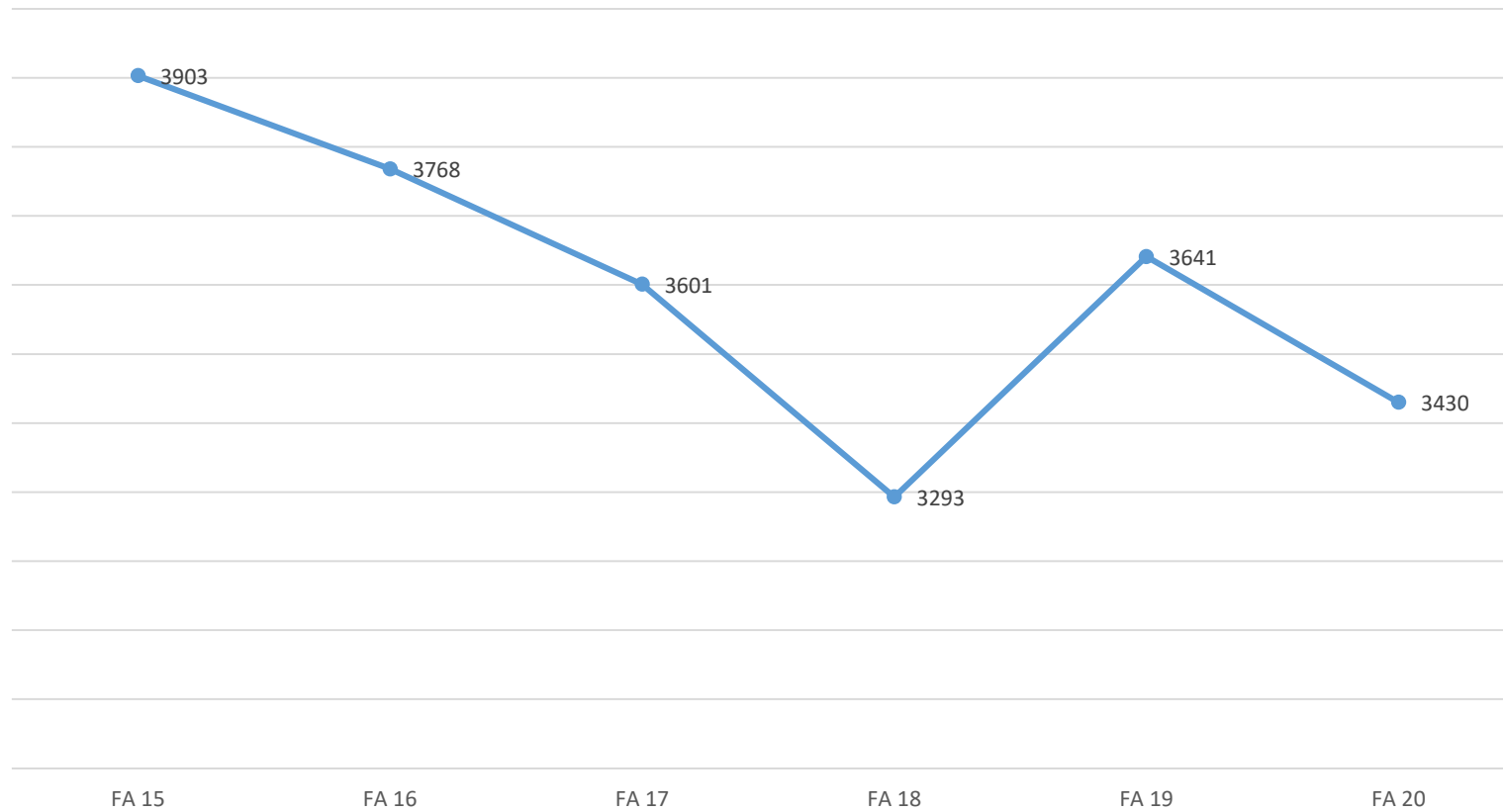
Of the 646 First-time Freshman,
390 or 39.6% are from Tier One
PALSJR Counties

	2019	2020	+/-
Adams County	48	30	-38%
Jackson County	18	15	-17%
Lawrence County	46	33	-28%
Pike County	61	49	-20%
Ross County	25	45	+80%
Scioto County	261	218	-16%
	459	390	-15%

<i>Undergraduate County of Origin</i>	Fall 2018	Fall 2019	Fall 2020
Southern Ohio			
Scioto	1206	1366	1217
Lawrence	113	162	145
Adams	123	155	150
Pike	203	245	236
Total	1645	1928	1748
Central Ohio			
Franklin	89	85	90
Licking	17	13	85
Delaware	7	10	14
Madison	15	19	13
Pickaway	24	34	38
Fairfield	30	32	34
Union	7	4	5
Ross	106	133	143
Total	295	330	422
Southwestern Ohio/Northern KY			
Brown	40	56	59
Butler	21	20	16
Clermont	31	37	35
Clinton	15	15	16
Hamilton	46	51	45
Highland	25	36	42
Kenton (KY)	1	1	1
Warren	19	19	19
Total	198	235	233

Total Enrollment Down 6%

Total Student Enrollment



Student Housing Occupancy

	2018	2019	2020	(+/-) to 2019
New Students in Housing	313	386	262	-32%
All Students in Housing	706	728	629	-14%
Occupancy Rate				

Housing goals to be set for new student recruitment, existing student recruitment, and retention. New incentives under consideration for implementation during 2019-2020 academic year:

Year-Round (12-Month) Housing Contract Option

Exclusive Upperclass and Graduate Student Options farther from Main Campus

Incentives for Multi-Year Commitments & Students who return after moving off-campus

Sophomore housing requirement

Enrollment Goals vs Actual: 2019-2020

Student Population	Fall 19 Goal	Fall 19 Actual	Fall 20 Goal	Fall 20 Actual
Total Undergraduate	2908	2980	3026	2806
New Freshmen	778	808	855	646
New Transfers	154	194	177	138
Continuing Undergrad	1976	1978	1994	2022
Online students	60	59	110	126
Graduate students	181	176	206	181
Total Enrollment	3323	3641	3544	3430

Fall 2020 Strategic Enrollment Plan KPIs

Recruitment	Fall 16	Fall 17	Fall 18	Fall 19	Fall 20
Applications (June)	4069	3830	4091	3805	3542
Enrollment (Undergrad FTE)	3265	3064	2783	2960	2806
Enrollment (Graduate FTE)	135	131	126	128	120
Enrollment (Head Count)	3772	3582	3253	3641	3430
ACT Average	21.3	22.2	22.5	22.0*	

Significant Notes

1. **College Credit Plus population continues to increase**
2. **Common Application produced 840 applications and only 20 enrolled**
3. **Number of Non-Common Application applications remained solid indicator of fall enrollment through recruiting season**
4. **686 admitted students required the Summer Bridge Program and only 36 enrolled**

Next Steps: 2020-2021

New Initiatives underway to improve operations and restore enrollment growth:

Update & Retool Enrollment Management & Retention Committee

Reorganize Admissions & Financial Aid

Build out Enrollment Management function

Develop New Student Experience role

Aggressively expand and enhance virtual programming and recruiting

Adjust with opportunities to welcome prospective students to campus

Fall 2020 Enrollment Report

September 11, 2020 Board of Trustees Meeting

Shawnee State University**Finance and Administration Committee of the Board of Trustees**

Report Related to Informational Item 2.2: Fiscal 2021 Operating Budget Update

September 11, 2020

Executive Summary

Following is an update of key variables affecting the general and auxiliary operating budgets for the university for fiscal 2021. As of this writing, only two (2) months of activity have been reflected in the university's general ledger (and these are months with typically lower activity, especially with respect to expenses), some caution is warranted in extrapolating these results for the full year.

Enrollment

Overall enrollment for degree-seeking students for the fall semester is slightly worse than initially budgeted, with the first-time freshmen and transfer student populations realizing the most significant unfavorable results as measured by all key metrics: headcount, registered hours and billable hours. Given the extraordinary circumstances, however, it is difficult at this time to accurately project how fall's result will translate into the full year projection given the possibility that some students could simply be deferring the start of their studies until the spring.

Non-degree seeking student enrollment is down this year in large part due to the fact that many College Credit Plus (CCP) students do not yet show up in the enrollment results because they take their classes in their respective high schools and therefore have not registered yet due to the later start of those schools this year relative to prior years.

Revenues

All major categories of revenue remain under stress due to the ongoing pandemic and its direct and indirect impact on enrollments (and therefore tuition and fees) and the state's economic health (and its ability to fund services).

Both sources of *state funding*, state share of instruction (SSI) and the supplement are projected to come in higher than envisioned in the original budget for the first quarter, but it is important to note that only one quarter's worth of appropriation has been released; any deterioration in the state economy over the course of the year could quickly and significantly reverse that result. It is too soon to accurately project any deviation from the full year budget for subsidy (combined) which was factored to decline by \$1.7 million from FY20's expected result. The university's SSI allocation will be also be affected by the incorporation of fiscal 2020's actual results (course completions and degree attainment) in the performance-based funding (PBF) model. Although the aforementioned enrollment results will not bear directly on SSI within fiscal 2021, they will affect out years to some extent depending on the relative performance to other institutions in the four-year sector.

Student fees can be expected to come in slightly under budget due to a worse than expected decline in the following:

Shawnee State University**Finance and Administration Committee of the Board of Trustees**

Report Related to Informational Item 2.2: Fiscal 2021 Operating Budget Update

September 11, 2020

- New and transfer students (as noted above)
- Consumption of student housing and meal plans

Other revenues, such as those for performances at the Vern Riffe Center for the Arts, can also be expected to fall short of budget given the lingering effects of the pandemic.

It is important to recognize that the funding the university has received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act does not, with rare exception, operate as a general fund revenue replacement stream.

Expenses

Expenses are being closely managed by way of heightened monitoring and oversight, with specific emphasis on position control (hiring freeze), renegotiation of existing contracts wherever possible and close scrutiny of all purchases. Work continues on addressing the structural imbalance in spending (the \$1.2 million “task” enumerated in the fiscal 2020 budget recommendation).

It appears at this juncture that all extraordinary expenses associated with mitigating the effects of the pandemic (e.g., the purchase of personal protective equipment (PPE)) will be able to be met with funding from the CARES Act.

Overall Result

As noted in each of the preceding paragraphs, it is too soon to project with any degree of certainty the exact implications of the various components of the budget on the overall bottom line. Prudence suggests that a continued focus on near-term and structural cost containment is still warranted.



Facilities Projects Report

Summary

Library/CFA HVAC Renovation - \$1.1M

On Hold – COVID19

Includes replacement of all pneumatic and obsolete DDC controls for multiple air handlers in both buildings; an assessment of all existing equipment is required to set priorities on replacement.

Kricker Innovation Hub - \$3.4M (est.) - EDA Grant/Capital/Private

EDA grant secured. Architect selection complete; contract being developed.

ATC Roof Replacement - \$892,000

Project complete. All roof systems on the ATC and T&I buildings replaced with new 30-year EPDM single membrane system.

Shawnee State University Personnel Activity Report

Summary of Personnel Activity

Furloughs for one hundred and eighty-one (181) employees ended on August 8, 2020. The University received official notice that the CARES Act program authorizes 100% federal reimbursement for any employee who received unemployment benefits through the Ohio Department of Job and Family Services (ODJFS) SharedWork Ohio program. There were one hundred and seventy-four (174) employees included in the program.

With deep cuts in state funding and anticipated enrollment declines due to COVID-19, the University implemented a reduction in force on August 9, 2020 to reduce expenses for FY21:

- Fifty-eight (58) positions were eliminated (12 faculty, 24 administrative, 22 support staff) and two (2) positions reduced to part-time (1 administrative, 1 support staff).
- To minimize the impact of the reduction in force, the University and Communications Workers of America (CWA) established a Memorandum of Understanding to canvass volunteers for layoff, resignation, or retirement which would expand bumping opportunities for those displaced through the reduction. Seven (7) support staff employees volunteered to separate between August 9, 2020 and September 30, 2020.
- Sixteen (16) support staff employees had the opportunity to exercise bumping rights as outlined in the CWA collective bargaining agreement; eight (8) individuals were able to retain employment through the bumping process while eight (8) declined to exercise those rights.
- A total of twenty-five (25) employees will separate from the University through the reduction in force or voluntary agreement (10 administrators, 15 support staff) between August 9, 2020 and December 31, 2020.

Below is a report of personnel changes between April 1 and June 30, 2020. During this time there were one (1) status change, two (2) new hires, and nine (9) departures.

Change of Status

Elinda Boyles, Vice President for Finance & Administration, effective May 1, 2020, shall hold the position of Special Assistant to the President for Strategic Initiatives and has relinquished the position and duties of Vice President for Finance and Administration. Dr. Boyles will transition to Special Assistant to the President playing a key role in supporting the transition period activities of the university audit process, FY21 budget, labor relations, and other strategic university initiatives.

New Hires

Michael Barhorst, Vice President for Finance & Administration, effective May 1, 2020

Derrick Parker, Program Coordinator for the Kricker Innovation Hub, effective April 27, 2020

Departures

Jeff Curley, Assistant Professor, Rehab & Sports Professions, End of Contract, effective May 6, 2020

Margaret Lehman, Assistant Professor, School of Education, End of Contract, effective May 6, 2020

Shane Shope, Assistant Professor, School of Education, End of Contract, effective May 12, 2020

Ashley Miller, Payroll Coordinator, Resignation, effective May 14, 2020

Aaron Bruewer, Assistant Professor, School of Education, End of Contract, effective June 16, 2020

Deanna Roberts, Academic Advisor, Resignation, effective June 23, 2020

Charlotte Hardy, Assistant Director, Financial Aid, Retirement, effective June 30, 2020

Janet Stewart, Dean, Library Services, Retirement, effective June 30, 2020

Becky Thiel, VP, Academic & Student Affairs, Retirement, effective June 30, 2020



Shawnee Investment Activity Report

Summary

- University maintained an asset allocation weighted towards market risk adverse securities such as Cash, Cash Equivalents and Fixed Income securities. This is similar to past investment guidance due to our need to preserve the portfolios current value in case of future cash liquidations.
- Future cash needs are still being developed based on the following factors:
 - o Impact of recent spending controls and personnel actions.
 - o Enrollment levels for the Fall 2020 and Spring 2020 terms
 - o Possible use of CARES Act funding to supplement University needs for projects meeting the awards restrictions

Updates

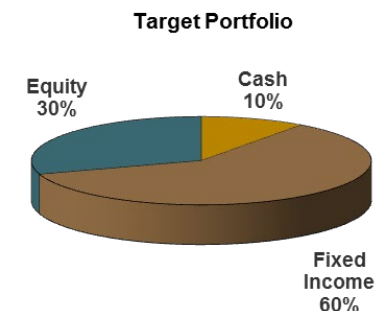
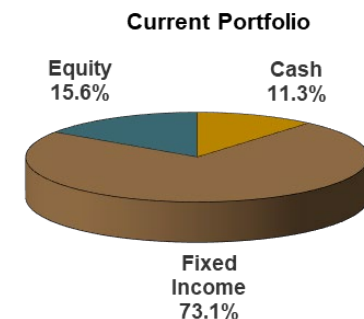
- In July 2020 the University transferred \$1.5 million in Cash Reserves from the TIAA portfolio to our Operating Checking account at U.S. Bank. This transfer was anticipated and TIAA had been building up the TIAA Cash Reserve account balance. This liquidation was needed due to the minor inflow of cash received over the summer months. A similar liquidation was made in July 2019.
- A change was made from one Domestic Equity fund manager, Nationwide Geneva Mid Cap Growth Fund-VMGMX to a new Domestic Equity fund manager Vanguard Mid Cap Growth Index Fund-VMGMX by TIAA.

Shawnee State University

Asset Allocation – As of July 31, 2020



Asset Class	Market Value	% of Assets	Target %
Cash Equivalents			
TIAA Cash Deposit Account	\$785,840	11.3%	
Total Cash Equivalents	\$785,840	11.3%	10.0%
Fixed Income			
Fixed Income Separately Managed Account	\$3,338,921	47.9%	40.0%
Vanguard Short Term Bond Index Fund	\$871,857	12.5%	10.0%
DFA Inflation Protected SEC Fund	\$454,233	6.5%	5.0%
PIMCO 1-5 Year U.S. TIPS Index Fund	\$426,708	6.1%	5.0%
Total Fixed Income	\$5,091,719	73.1%	60.0%
Domestic Equity			
TIAA-CREF Large Cap Value Index Fund	\$308,205	4.4%	10.0%
TIAA-CREF Large Cap Growth Index Fund	\$399,432	5.7%	9.0%
iShares Russell Mid Cap Value ETF	\$57,243	0.8%	1.8%
Vanguard Mid Cap Growth Index Fund	\$67,931	1.0%	1.8%
Wasatch Small Cap Growth Fund	\$21,137	0.3%	0.5%
TIAA-CREF Small Cap Blend Index Fund	\$34,686	0.5%	1.0%
Cohen & Steers Real Estate Fund	\$16,944	0.2%	0.5%
Vanguard REIT Index Fund	\$16,835	0.2%	0.5%
Total Domestic Equity	\$922,413	13.2%	25.0%
International Equity			
iShares Core MSCI EAFE ETF	\$94,426	1.4%	3.0%
Harding Loevner Institutional Emerging Markets Fund	\$35,639	0.5%	1.0%
MFS International New Discovery Fund	\$17,559	0.3%	0.5%
DFA International Small Cap Value Fund	\$16,234	0.2%	0.5%
Total International Equity	\$163,858	2.4%	5.0%
Total Equity	\$1,086,271	15.6%	30.0%
Total Portfolio Market Value	\$6,963,830	100.0%	100.0%



INFORMATION ONLY

PROCEDURE TITLE:	ATTENDANCE AND PARTICIPATION WHILE AWAITING VA TUITION AND FEE PAYMENTS
PROCEDURE NO.:	3.22:1
RELATED POLICY:	3.22
PAGE NO.:	1 OF 1
RESPONSIBLE ADMINISTRATOR(S):	PROVOST & VETERANS COORDINATOR
EFFECTIVE DATE:	08/21/2020
NEXT REVIEW DATE:	08/2023
APPROVED BY:	PRESIDENT

1.0 PROHIBITION ON ASSESSMENT OF LATE FEES

- 1.1 In accordance with Title 38 United States Code, Section 3679, subsection (e), Shawnee State University adopts the following provisions for any students using U.S. Department of Veterans Affairs (VA) Post 9/11 GI Bill (Chapter 33) benefits or Vocational Rehabilitation & Employment (Chapter 31) benefits. While payment to Shawnee State University is pending from the VA for such students, the University will not:
 - 1.1.1 Prevent the student's enrollment;
 - 1.1.2 Assess a late penalty fee to the student;
 - 1.1.3 Require the student to secure alternative or additional funding; or
 - 1.1.4 Deny the student access to any resources (e.g., access to classes, libraries, or other institutional facilities) available to other students who have satisfied their tuition and fee bills to the institution.
- 1.2 To qualify for this provision, such students are required to:
 - 1.2.1 Produce the VA Certificate of Eligibility (COE) or Form 28-1905 by the first day of classes of the academic term;
 - 1.2.2 Submit a request to be certified; and
 - 1.2.3 Provide additional information needed to properly certify the enrollment as described in other University policies.
- 1.3 For students who meet the requirements of subsections 1.2.1 through 1.2.3, the University's obligations under section 1.1 and sections 1.1.1 through 1.1.4 ends when the VA makes payment or 90 days after the University certifies tuition and fees, whichever is earlier.

History

Effective: 08/21/2020

INFORMATION ONLY

PROCEDURE TITLE:	REPORTING & INVESTIGATING DISCRIMINATION, SEXUAL HARASSMENT AND RETALIATION
PROCEDURE NO.:	5.01:2REV
RELATED POLICY:	5.01REV
PAGE NO.:	1 OF 30
RESPONSIBLE ADMINISTRATOR(S):	TITLE IX COORDINATOR, DEAN OF STUDENTS, HR DIRECTOR
EFFECTIVE DATE:	8/27/2020
NEXT REVIEW DATE:	8/2023
APPROVED BY:	PRESIDENT

1.0 INTRODUCTION AND PURPOSE STATEMENT

- 1.1 These procedures apply to qualifying allegations of sexual harassment (including sexual assault, dating violence, domestic violence and stalking, as defined below) involving students, staff, administrators or faculty members.
- 1.2 These procedures shall ensure that all complaints based on sex received by the University are reviewed and responded to promptly and in a fair and equitable manner. Additionally, when the University has actual knowledge of an allegation of sexual harassment, it will not respond in a way that is deliberately indifferent.
- 1.3 This procedure further serves to provide additional focus on sexual harassment and to ensure compliance with laws that serve to prevent sexual violence, including the Jeanne Clery Act and the Violence Against Women Reauthorization Act.

2.0 JURISDICTION AND APPLICATION

- 2.1 This procedure applies to conduct that:
 - 2.1.1 Meets the definition of sexual harassment of a person in the United States who is participating in or attempting to participate in the University educational (including employment) program at the time of filing the complaint; and
 - 2.1.2 Allegedly takes place on the campus or on property owned or controlled by the University; or
 - 2.1.3 Allegedly takes place at an academic or non-academic University-sponsored event; or
 - 2.1.4 Involves allegations that the effects of off-campus misconduct effectively deprived someone of access to Shawnee State University's educational program; and/or

- 2.1.5 Occurs off campus and the University exercised substantial control over the Respondent and the context of the alleged sexual harassment; and/or
- 2.1.6 Allegedly occurred at an off-campus building owned or controlled by a student organization officially recognized by the University.
- 2.2 Regardless of where conduct occurs, the University will assess reports and complaints to determine whether the alleged conduct occurred in the context of its employment or educational program or activity, and/or has continuing effects on campus, or took place in an off-campus sponsored program or activity.
- 2.3 This procedure applies to all aspects of the University's programs and operations and applies to all employees, students, visitors, agents, and volunteers.

3.0 RIGHTS OF THE COMPLAINANT AND THE RESPONDENT

- 3.1 Whether the parties engage in the Informal or Formal Resolution processes discussed below, the University will provide:
 - 3.1.1 a prompt and equitable response to allegations of discrimination and harassment;
 - 3.1.2 information and assistance with supportive measures that may be reasonably available and necessary for protection and support;
 - 3.1.3 information about how to access confidential resources on and off campus and other forms of support available through the University and in the community;
 - 3.1.4 written notice of the alleged conduct, potential policy violations at issue, and details about the process;
 - 3.1.5 an adequate, reliable, thorough and impartial process conducted by individuals free from conflict of interest and bias;
 - 3.1.6 a process that includes the presumption that the respondent is not responsible for a policy violation unless and until a determination regarding responsibility is made at the conclusion of the process;
 - 3.1.7 the opportunity for an advisor of choice who may attend all meetings and proceedings related to the report and/or complaint;
 - 3.1.8 timely notice of any meeting at which the party's presence is required, with sufficient time to prepare for the meeting;

- 3.1.9 the option to decline to participate in an investigation or resolution under the policy, although the University may choose to continue the process even if the Complainant and/or Respondent does not participate;
- 3.1.10 the right to identify witnesses, submit suggested questions in writing during the investigation, and provide evidence during the investigation and resolution;
- 3.1.11 timely and equal access to any information that is used in the investigation and resolution;
- 3.1.12 prompt remedial action if prohibited conduct is determined to have occurred;
- 3.1.13 regular communication about the progress of the process and of the resolution;
- 3.1.14 timely written notice of the outcome, remedies, and sanctions, and the rationale supporting these decisions;
- 3.1.15 the opportunity to appeal the determination as to responsibility and the sanction;
- 3.1.16 information about the right to be free from retaliation;
- 3.1.17 interpreters and/or translators upon request as needed;
- 3.1.18 the right to request reasonable accommodations; and
- 3.1.19 no orders restricting parties from discussing the case with others.

4.0 REPORTING CONSIDERATIONS

4.1 Reporting Options

Complaints or notices of alleged policy violations, or inquiries about or concerns regarding Policy 5.01 and this procedure, may be made internally to:

Title IX Coordinator and EEO Officer
Shawnee State University Human Resources
Administration Building, Room 017
940 2nd Street
Portsmouth, OH 45662
(740) 351-3010
Email: titleix@shawnee.edu
Web: <https://www.shawnee.edu/campus-life/title-ix>

Reports of sexual harassment, discrimination based on sex, or retaliation can be made to any Deputy Title IX Coordinator. To see a complete list of Title IX team members and their responsibilities follow this link: <https://www.shawnee.edu/campus-life/title-ix/report-incident>

- 4.2 The University has determined that the following administrators are officials with authority to address and correct harassment, discrimination, and/or retaliation. Officials with Authority listed below may also accept notice or complaints on behalf of the University.
 - 4.2.1 University President and Vice Presidents
 - 4.2.2 Associate Provost
 - 4.2.3 Dean of Students
 - 4.2.4 Director of Human Resources
 - 4.2.5 Deputy Title IX Coordinators
- 4.3 To ensure a prompt, effective response, individuals are strongly encouraged to make reports or file complaints with the individuals in section 4.1 or 4.2. However, the University has also classified all employees as mandated reporters of any knowledge they have that a member of the community is experiencing harassment, discrimination, and/or retaliation. Any employee who fails to promptly report information or a complaint of sexual harassment to an individual listed in section 4.1 or 4.2 will be subject to discipline.
- 4.4 Reports of sexual harassment, all forms of discrimination and retaliation can be made internally using Shawnee State University's electronic complaint form at the following website: <https://www.shawnee.edu/complaint>.
- 4.5 Anonymous reports can be submitted through the same complaint form listed above. Anonymous reports will not lead to a formal investigation unless there is a compelling threat to the health and safety of the University or an individual. However, the University may take other appropriate steps designed to eliminate the reported conduct, prevent its recurrence, and remedy its effects. Additionally, without the reporting party's information, follow up communication is not possible and without the complainant's information, the University will not be able to discuss or provide supportive measures.
- 4.6 If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with counselors in the University's Counseling and Psychological Services or employees in the SSU Health Clinic who have a professional license requiring confidentiality or are supervised by a person with such a professional license. These individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, and/or professional credentials, except

in extreme cases of immediacy of a threat or danger or abuse of a minor or individual with a disability, or when required to disclose by law or court order.

4.7 Inquiries may be made externally to:

Office for Civil Rights (OCR)
U.S. Department of Education
600 Superior Avenue East, Suite 750
Cleveland, OH 44114
Tel: (216) 552-4970 Fax: (216) 522-2573
Email: OCR.Cleveland@ed.gov

You may also file a complaint with OCR using OCR's electronic complaint form at the following website: <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>.

4.8 Employees may also choose to file a complaint with the Equal Employment Opportunity Commission or Ohio Civil Rights Commission. Complaints can be made externally to:

Equal Employment Opportunity Commission
550 Main Street, Suite 10-191
Cincinnati, OH 45202
Tel: 1-800-669-4000 Fax: 513-246-0218
TTY: (800) 669-6820

Ohio Civil Rights Commission
30 East Broad Street, Fifth Floor
Columbus, OH 43215
614-466-2785
civ.intake@civ.ohio.gov

4.9 When criminal conduct is alleged, a complainant may contact campus or local law enforcement to file a police report.

SSU Department of Public Safety
Art Annex Building
940 2nd Street
Portsmouth, OH 45662
Tel: (740) 351-3232

Portsmouth Police Department
728 2nd Street
Portsmouth, OH 45662
Tel: 911 (immediate threat) or (740) 353-4101

5.0 SUPPORTIVE MEASURES

- 5.1 The University will offer supportive measures as non-disciplinary, non-punitive individual services to the Complainant and/or the Respondent. The services offered will be appropriate, reasonably available and without fee or charge, and will be kept as confidential as possible.
- 5.2 Student interim supportive measures include, but are not limited to:
- 5.2.1 Mutual no contact orders
 - 5.2.2 Changes in housing assignments
 - 5.2.3 Information about the availability of off-campus resources
 - 5.2.4 Counseling
 - 5.2.5 Health services
 - 5.2.6 Safety resources, including safety escort service
 - 5.2.7 Academic support
 - 5.2.8 Change in University work or class schedule and/or location
- 5.3 Employee interim measures include, but are not limited to:
- 5.3.1 Mutual no contact orders
 - 5.3.2 Information about the availability of off-campus resources
 - 5.3.3 Employee Assistance Program (EAP)
 - 5.3.4 Safety resources, including safety escort service
 - 5.3.5 Change in University work schedule and/or location
- 5.4 Actual Knowledge
- 5.4.1 Actual knowledge means notice of sexual harassment or allegations of sexual harassment to the University's Title IX Coordinator or any officials with authority to institute corrective measures.
 - 5.4.2 Once the University receives actual knowledge of sexual harassment in an education program or activity of the University against a person in the United States, the University will respond in a manner that is not deliberately indifferent.

5.5 Timeliness of Report

- 5.5.1 There is no time limit on reporting violations of this policy internally, but prompt reporting is required for mandated reporters.
- 5.5.2 If the Complainant is no longer participating or attempting to participate in a University educational (including employment) program at the time of filing the complaint, the University may not be able to take disciplinary action. However, the University may provide assistance in identifying external reporting options.
- 5.5.3 If the Respondent is no longer subject to the University's jurisdiction, the University is not obligated to investigate, but may provide supportive measures and/or remedies if appropriate.
- 5.5.4 Acting on complaints affected by significant passage of time is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/ or institute informal or formal actions.

5.6 Formal Complaint

- 5.6.1 In order to ensure that a report of sexual harassment is officially resolved, a formal complaint must be filed with the Title IX Coordinator in person, by mail or by electronic mail. The formal complaint must include the Complainant's physical or digital signature and must request that the University investigate and resolve the allegation.
- 5.6.2 A Formal Complaint is required to initiate either the investigation and hearing process or the University's informal resolution process.
- 5.6.3 Under certain conditions, the Title IX Coordinator may sign the formal complaint, but will not be considered the "Complainant" under the Title IX process.
- 5.6.4 Where a complainant desires to initiate a grievance process, the Complainant cannot remain anonymous or prevent the Complainant's identity from being disclosed to the Respondent.

6.0 PROHIBITED CONDUCT

- 6.1 Federal regulations provide for certain procedures that must be used in the case of conduct that meets the definition of sexual harassment under Title IX. Where conduct does not meet certain threshold requirements under Title IX, but may be prohibited by the University, the complaint will be dismissed under Title IX and referred to Process B, which is the Student Code of Conduct, University policies and procedures, or Faculty and Staff Collective Bargaining Agreements procedures, as applicable.

6.2 Sexual Harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

6.2.1 Conduct on the basis of sex that satisfies one or more of the following:

6.2.1.1 **Quid Pro Quo.** An employee conditioning University educational benefits, aids or services on participation in unwelcome sexual conduct;

6.2.1.2 **Unwelcome Conduct.** Conduct that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education program or activity; or

6.2.1.3 **Sexual Assault.** Sexual Assault is dating violence, domestic violence, or stalking as defined in Section 24 at the end of this procedure.

7.0 RETALIATION

7.1 Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The University will take appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

7.2 Members of SSU's community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, participated, or refused to participate in any manner in an investigation, proceeding, or hearing under this policy and procedure.

7.3 The University will vet all complaints and reports alleging sexual misconduct carefully to ensure that no individual is denied the due process rights provided under this procedure to the extent they are required by law.

7.4 Charging an individual with a violation for making a materially false statement in bad faith in the course of a proceeding under policy 5.01 does not constitute retaliation.

7.5 Counter Claims

7.5.1 The University is obligated to ensure that the grievance process is not abused for retaliatory purposes. The University permits the filing of counterclaims but uses an initial assessment, described below, to assess whether the allegations in the counterclaim are made in good faith.

7.5.2 Counterclaims made with retaliatory intent will not be permitted and may constitute a violation of Policy 5.01.

7.5.3 Counterclaims determined to have been reported in good faith will be processed using the grievance procedures below. Counterclaims can be resolved through the same investigation as the principal complaint, or separately, at the discretion of the Title IX Coordinator.

8.0 ROMANTIC AND SEXUAL RELATIONSHIPS IN SUPERVISORY AND INSTRUCTIONAL SETTINGS

8.1 Consensual romantic or sexual relationships in which one party retains a direct supervisory or evaluative role over the other party are unethical, create a risk for real or perceived coercion, and are expressly a violation of this policy. Furthermore, the possibility of a future amorous relationship may distort the present instructional or advising relationship.

8.2 Persons with direct supervisory, evaluative, grading, coaching, counseling, or academic advising responsibilities who are involved in such romantic or sexual relationships must bring those relationships to the attention of their supervisor. This will likely result in the removal of the employee from the supervisory, evaluative, grading, or academic advising responsibilities.

8.3 Shawnee State University does not intrude upon private choices regarding personal relationships when these relationships do not violate the policies of the University, cause harm to the safety or wellbeing of members of campus community, or increase the risk of harm to the safety or wellbeing of members of campus community.

9.0 CLASSROOM AND INSTRUCTIONAL SETTINGS

The classroom and other instructional settings may provide special circumstances since academic freedom protects the expression of ideas, even if controversial or offensive. However, prohibited conduct will not be exempt from Policy 5.01 or this procedure merely because it occurs in an instructional setting. The investigation relating to alleged offensive conduct will consider the legitimate pedagogical context, and appropriate deference will be afforded to the presentation or discussion in an instructional setting of sexual topics that are mature, controversial, graphic or explicit and not considered sexual harassment, even if some persons find these topics offensive.

10.0 COMPLAINT ASSESSMENT

10.1 Following receipt of a complaint or notice of an alleged violation of Policy 5.01, the Title IX Coordinator will engage in an initial assessment, typically within one to five (1-5) business days. The steps in an initial assessment can include:

- 10.1.1 If notice is given absent a formal complaint, the Title IX Coordinator will seek to determine if the person wishes to make a formal complaint, and will assist them in doing so, if desired.
- 10.1.2 If they do not wish to do so, the Title IX Coordinator will determine whether to initiate a complaint on the grounds that a violence risk assessment indicates a compelling threat to health and/or safety.
- 10.1.3 If a formal complaint is received, the Title IX Coordinator will assess its sufficiency and will work with the Complainant to make sure it is correctly completed.
- 10.1.4 The Title IX Coordinator will reach out to the Complainant to offer supportive measures and to ensure they are aware of their right to have a Support Person.
- 10.1.5 The Title IX Coordinator will work with the Complainant to determine whether the Complainant prefers a supportive and remedial response, an informal resolution option, or the formal investigation and grievance process.
- 10.1.6 If a supportive and remedial response is preferred, the Title IX Coordinator will work with the Complainant to identify their wishes, assess the request, and implement it accordingly. No Formal Grievance Process will be initiated in such situations, though the Complainant can elect to initiate one later, if desired.
- 10.1.7 If an informal resolution option is preferred, the Title IX Coordinator will assess whether the complaint is suitable for informal resolution, and may seek to determine if the Respondent is also willing to engage in informal resolution.
- 10.1.8 If a Formal Grievance Process is preferred, the Title IX Coordinator will determine if the alleged misconduct falls within the scope of Title IX.
- 10.1.9 When Title IX is implicated, the Title IX Coordinator will initiate the formal investigation and grievance process, directing the investigation to address, based on the nature of the complaint:
 - 10.1.9.1 A single incident, and/or
 - 10.1.9.2 A pattern of alleged misconduct, and/or
 - 10.1.9.3 A culture/climate issue.
- 10.1.10 When Title IX is not implicated, the Title IX Coordinator will dismiss the Title IX complaint, assess whether other policies may apply, and refer the matter for resolution.

10.1.11 Dismissing a complaint under Title IX is solely a procedural requirement and does not limit the University's authority to address a complaint with another process and other remedies.

11.0 VIOLENCE RISK ASSESSMENT

11.1 The Title IX Coordinator may determine that the University's Behavioral Intervention Team (BIT), as part of the initial assessment, should conduct a Violence Risk Assessment (VRA). A VRA is used to assess any potential violence or danger to anyone in the campus community. A VRA can aid in ten critical and/or required determinations, including:

- 11.1.1 Emergency removal of a Respondent on the basis of an immediate threat to physical health/safety;
- 11.1.2 Whether the Title IX Coordinator should pursue/sign a formal complaint absent a willing Complainant;
- 11.1.3 Whether to put the investigation on the footing of incident and/or pattern and/or climate;
- 11.1.4 To help identify potential predatory conduct;
- 11.1.5 To help assess and identify grooming behaviors;
- 11.1.6 Whether it is reasonable to try to resolve a complaint through informal resolution, and what modality may be most successful;
- 11.1.7 Whether to permit a voluntary withdrawal from the University by the Respondent;
- 11.1.8 Whether to impose a transcript notation or communicate with a transfer university about a Respondent;
- 11.1.9 Assessment of appropriate sanctions/remedies (to be applied post-hearing); and/or
- 11.1.10 Whether to provide a campus-wide warning of a threat that a serious crime is ongoing or may be repeated, or whether to impose a campus ban under Policy No. 5.36.

12.0 EMERGENCY REMOVAL

12.1 The University may remove a respondent on an emergency basis under Policy 5.01 whether a grievance process is underway or not.

- 12.2 The University will follow the five step process in determining the necessity of an emergency removal:
 - 12.2.1 Conduct a prompt individualized safety and risk analysis;
 - 12.2.2 Determine if there is an immediate threat to the physical health or safety of one or more individuals;
 - 12.2.3 Determine whether the threat arises from allegations of sexual harassment;
 - 12.2.4 Evaluate the applicability of disability laws to the removal decision; and
 - 12.2.5 Consider the appropriateness of supportive measures in lieu of an emergency removal.
 - 12.3 Any individual who is removed pursuant to this section will be notified that they may formally challenge the removal by appealing to the Title IX Coordinator.
 - 12.4 The limitations in this procedure do not preclude the University from removing or banning an individual from campus on grounds set forth in other University policies or procedures.
 - 12.5 Non-student employees who are suspected of or under investigation for alleged sexual harassment may be placed on paid or unpaid administrative leave pursuant to Policy 4.51, section 6.
- 13.0 MANDATORY AND DISCRETIONARY DISMISSAL
- 13.1 The University must dismiss a formal complaint or any allegations therein if, at any time during the investigation or hearing, it is determined that:
 - 13.1.1 The conduct alleged in the formal complaint would not constitute sexual harassment as defined in section 6.2, even if proved; and/or
 - 13.1.2 The conduct does not fall with the University's Title IX jurisdiction, as set forth in Sections 2.1.1 through 2.1.6, above.
 - 13.2 The University may dismiss a formal complaint or any allegations therein if, at any time during the investigation or hearing:
 - 13.2.1 The Complainant notifies the Title IX Coordinator in writing that they would like to withdraw the formal complaint or any allegation; or
 - 13.2.2 The Respondent is no longer enrolled in or employed by the University; or

13.2.3 Specific circumstances prevent the University from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

13.3 Upon any dismissal, the University will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.

13.4 A dismissal decision is appealable by any party under the procedures for appeal below. A decision not to dismiss is also appealable following the University's decision on whether a Respondent was or was not responsible for a policy violation, by any party claiming that a dismissal was required or appropriate. A Complainant who decides to withdraw a complaint may later request to reinstate it or refile it.

14.0 INFORMAL RESOLUTION

14.1 The informal resolution process can only be initiated after the filing of a formal complaint. To initiate the informal resolution process, both parties must voluntarily provide written consent to the Title IX Coordinator.

14.2 An informal resolution cannot be offered to an employee who is alleged to have sexually harassed a student.

14.3 Informal resolution can include three different approaches:

14.3.1 The Title IX Coordinator can resolve the matter informally solely by providing supportive measures.

14.3.2 The parties may agree to resolve the matter through an alternate resolution mechanism such as mediation; or

14.3.3 The Respondent may accept full responsibility for violating the policy, and agree to accept a sanction and end the resolution process. This can occur at any point in the resolution process prior to a finding.

14.4 Anyone who serves as a facilitator for the informal resolution process must receive training on the following:

14.4.1 The definition of sexual harassment under policy 5.01 and this procedure;

14.4.2 The scope of the University's education programs and activities;

14.4.3 How to conduct the informal resolution process; and

14.4.4 How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, or bias.

14.5 The Title IX Coordinator has the discretion to determine the type of informal resolution for each case.

- 14.6 Prior to any informal resolution, the Title IX Coordinator will issue both parties a written notice disclosing:
 - 14.6.1 the allegations;
 - 14.6.2 the requirements and procedures of the informal resolution process; and
 - 14.6.3 any consequences resulting from participating in the informal resolution process, including records that will be maintained or could be shared.
 - 14.7 Either party has the right to withdraw from the informal resolution process at any time prior to the resolution. If an informal resolution cannot be reached, the case will be moved to the formal resolution process.
 - 14.8 Informal resolutions will be completed within (30) calendar days after initiation of the process and must be signed off by both parties and the facilitator and/or the Title IX Coordinator.
 - 14.9 When a resolution is accomplished, the appropriate sanction or responsive actions will be promptly implemented in order to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct on the Complainant and the community. This result is not subject to appeal once all parties indicate their written assent to the terms of resolution.
 - 14.10 Violations of an informal resolution agreement will be reviewed by the Title IX Coordinator and may be referred to the formal resolution process or to the appropriate University official for review and possible sanctions.
- 15.0 INTERFERING WITH AN INVESTIGATION
- 15.1 Any party, witness, or other individual who interferes with a University investigation will be in violation of Policy 5.01 and this procedure and will be subject to discipline in accordance with the applicable University process. Interfering with an investigation includes, but is not limited to, the following:
 - 15.1.1 Falsification, distortion, and/or misrepresentation of information at any point during the investigation or resolution process;
 - 15.1.2 Witnesses or parties tampering with or destroying evidence, or deliberately misleading an official conducting an investigation;
 - 15.1.3 Attempting to discourage an individual's participation in the investigation or resolution process; or
 - 15.1.4 Attempting to influence the impartiality of an investigator or decision-maker.

- 15.2 A University finding that sexual harassment or sexual discrimination did not occur or that there was a lack of sufficient evidence to prove a claim of sexual harassment/discrimination does not necessarily mean that a false allegation or report has been made.

16.0 SUPPORT PERSON

Parties may have one individual (example: friend, family member, union representative or student ombudsman) present during any investigation meeting, student hearing, or other disciplinary proceeding that the party is noticed to attend. The support person does not serve as a spokesperson and may not unreasonably interject or interfere during any interview, meeting or hearing. If a support person is determined to be unreasonably interfering with the meeting or proceeding, they may be required to leave.

17.0 ADVISOR

17.1 Right to an advisor

- 17.1.1 Each party may have an advisor present with them for all meetings, interviews, and hearings. The parties may provide whomever they wish as an advisor such as a friend, mentor, family member, attorney, or any other individual.
- 17.1.2 If any party does not have an advisor for a prehearing and live hearing, the University will provide one at no cost to the party. However, the University cannot guarantee equal advisory rights, e.g., if one party selects an advisor who is an attorney, the University is not obligated to provide an attorney.

17.2 Advisor Participation

- 17.2.1 Parties will be required to sign a consent form that authorizes the University to share information directly with their advisors.
- 17.2.2 Advisors will not be able to speak on behalf of or advocate for their advisees except as provided in sections 17.2.3 through 17.2.6, below.
- 17.2.3 Advisors are permitted to but not required to participate in the informal resolution process, where advisors will be permitted to ask questions and advise their party.
- 17.2.4 Advisors will receive access to the investigation report unless the advisee requests in writing that it not be provided. Advisors are not required to attend interviews. Advisors can ask clarifying questions if not disruptive. Advisors may not answer questions on behalf of their advisee or provide factual information regarding the allegations.

- 17.2.5 Advisors are required to attend pre-hearing meetings with the Hearing Officer to review the University's live hearing procedures and submit any cross-examination questions for review. Advisors are encouraged at this meeting to ask questions about their role and participation at the hearing. Any disclosures should also be made at the pre-hearing.
- 17.2.6 Advisors are required to attend the live hearings. Advisors will be responsible for asking relevant questions to the other party or parties including witnesses. The questioning will be conducted orally, directly and in real time. Advisors may not make opening or closing statements and may not object to questions posed by an opposing party's advisor. The Hearing Officer has the discretion to disallow questions as inappropriate, harassing, intimidating, irrelevant or redundant. Each Hearing Officer will be trained and provided a written guide. The Hearing Officer may remove an advisor who fails to conform to these requirements. In such an occurrence, the hearing may need to be continued to allow for appointment of a new advisor.
- 17.2.7 The parties are expected to provide timely notice to the Title IX Coordinator if they change advisors. It is assumed that if a party changes advisors, consent to share information with the previous Advisor is terminated, and a release for the new advisor must be secured. Parties are expected to inform the Title IX Coordinator of the identity of their hearing advisor at least two (2) business days before the pre-hearing.

18.0 FORMAL RESOLUTIONS

18.1 A Formal Resolution can only be pursued after a formal complaint has been filed.

18.2 Investigators

- 18.2.1 Upon determination that the Formal Resolution process will be used, the Title IX Coordinator will promptly appoint one or more Title IX Deputies to conduct the investigation.
- 18.2.2 The Title IX Coordinator will vet the assigned investigators to ensure there are no actual or apparent conflicts of interest or disqualifying biases. The parties may, at any time during the resolution process, raise any concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Deputy will be assigned.
- 18.2.3 The University will operate with the presumption that the Respondent is not responsible for the reported misconduct unless the Respondent admits responsibility for a policy violation or is determined to be responsible for a policy violation by the preponderance of evidence. Throughout the

investigation and subsequent proceedings, the burden is on the University to gather sufficient evidence to make a determination and to prove that a violation occurred. The University, however, may not obtain any party's health or mental health treatment records without the party's written voluntary consent.

18.3 Standard of Review

The decision-maker will apply the preponderance of evidence standard to determine whether a violation of this policy has occurred for both students and employee Respondents. Therefore, if a violation of Policy 5.01 is found, the behavior is more likely than not to have occurred.

18.4 Investigation Timeline

18.4.1 The University will make a good faith effort to complete the resolution process within a sixty-to-ninety (60-90) calendar day time period including appeal, which can be extended as necessary for cause by the Title IX Coordinator, who will provide notice and a rationale for any extensions or delays to the parties, as well as an estimate of how much additional time will be needed to complete the process.

18.4.2 The process may also be extended if necessary due to holidays and academic breaks, illness, and unavailability of parties or witnesses.

18.4.3 The University may postpone its investigation under circumstances including but not limited to a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or delays necessitated by accommodations for disabilities or other health conditions.

18.4.4 The University will communicate in writing to parties and advisors the anticipated duration of any delay and the reason, and provide status updates if necessary. The University will promptly resume its investigation and resolution process as soon as feasible. During a delay, the University will implement supportive measures as deemed appropriate.

18.4.5 The University's processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or when criminal charges have been dismissed or reduced.

18.5 Witness Participation

18.5.1 Witnesses (as distinguished from the parties) who are employees of the University are required to cooperate in the University's investigation and resolution process. Failure of such witnesses to cooperate with and/or

participate in the investigation or resolution process constitutes a violation of policy and may warrant discipline.

- 18.5.2 Although in-person interviews for parties and all potential witnesses are preferred, circumstances may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, or similar technologies may be used for interviews if the investigator(s) determine that timeliness or efficiency dictate a need for remote interviewing. The University will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

18.6 Recording of Interviews

No unauthorized audio and/or video recording is permitted during investigation meetings and hearings. If investigator(s) elect to audio and/or video record interviews, all involved parties will be notified, and each party will have the opportunity to request a copy of the transcript.

18.7 Notice of Investigation

- 18.7.1 The parties will receive written notice that an investigation has been initiated, along with a copy of these procedures. The notice of investigation will include:
- 18.7.1.1 the identities of the parties involved;
 - 18.7.1.2 the specific section of the policy allegedly violated;
 - 18.7.1.3 the conduct alleged to constitute the potential violation(s);
 - 18.7.1.4 the approximate date and time and location of the alleged incident, if known;
 - 18.7.1.5 notice to the parties about the right to both an advisor, who may be but is not required to be an attorney, and a separate support person;
 - 18.7.1.6 the result of the complaint assessment and whether it is being investigated as a potential violation of sexual harassment under Title IX;
 - 18.7.1.7 the name of the investigator(s) and the right to challenge their participation for conflict of interest or actual bias;
 - 18.7.1.8 a statement that the Respondent is presumed not responsible for the alleged conduct;

18.7.1.9 a statement that the determination of responsibility will be determined at the conclusion of the formal resolution process;

18.7.1.10 information about false statements and retaliation.

18.8 Evidentiary Considerations

18.8.1 The following will not be considered relevant evidence:

18.8.1.1 incidents not directly related to the possible violation, unless they evidence a pattern;

18.8.1.2 the character of the parties; or

18.8.1.3 questions and evidence about the Complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant; or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

18.8.2 The evidence obtained during the investigation that is directly related to the allegations raised in the formal complaint will be made available to the parties and their advisors, including the evidence the University will not rely on in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence. The parties and their advisor may request new evidence to be considered that was not submitted previously, and/or that other witnesses be considered who were not available for interview but who may have direct relevant information. All parties will have (10) business days to review the evidence and provide a written response to the investigators prior to the completion of their report. The investigators will consider all such responses in completing their report.

18.9 Investigation Report

18.9.1 After the parties' deadline to provide written responses has elapsed, the investigators will compile a report. The investigation report will include but not be limited to:

18.9.1.1 the timeline of the investigation;

18.9.1.2 all parties' accounts of events;

- 18.9.1.3 a summary of evidence gathered;
- 18.9.1.4 areas of corroboration;
- 18.9.1.5 areas of contradiction;
- 18.9.1.6 an assessment of whether or not the evidence, if believed, would meet the definition of sexual harassment; and
- 18.9.1.7 an appendix containing all of the evidence.

18.9.2 A copy of the investigation report will be sent to each party and their advisor, if any, at least ten (10) business days prior to any hearing.

18.10 Pre-Hearing Meeting

- 18.10.1 A pre-hearing meeting will be held remotely or in person with each party, their advisor, their support person and the Hearing Officer.
- 18.10.2 The Hearing Officer will notify all of the individuals listed in section 18.10.1 of the date, time and format of the pre-hearing. The Advisor and the Hearing Officer are required to participate; the other parties are encouraged to participate.
- 18.10.3 During the pre-hearing the Advisor may request new evidence to be considered that was not submitted previously, and/or that other witnesses be considered who were not available for interview but may have direct relevant information.
- 18.10.4 At the pre-hearing, advisors are encouraged to discuss potential questions for cross-examination to obtain guidance on relevancy.
- 18.10.5 Advisors and parties have the opportunity to raise any issue of bias or conflict at the pre-hearing.

18.11 Notice of a Hearing

- 18.11.1 No less than ten (10) business days prior to the hearing, the Title IX Coordinator or the Chair (see section 18.12.1, below) will send notice of the hearing to the parties. Once mailed, emailed, and/or personally served, notice will be presumptively delivered. The notice will contain:
 - 18.11.1.1 A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures, and a statement of the potential sanctions/responsive actions that could result.

- 18.11.1.2 The time, date, and location of the hearing.
 - 18.11.1.3 Information about the option for the live hearing to occur with the parties located in separate rooms using technology that enables the Decision-maker(s) and parties to see and hear a party or witness answering questions. Such a request must be raised with the Title IX Coordinator at least five (5) business days prior to the hearing.
 - 18.11.1.4 A list of all those who will attend the hearing, along with an invitation to object to any Decision-maker on the basis of bias at least two (2) business days prior to the hearing.
 - 18.11.1.5 Information on how the hearing will be recorded and about access to the recording or transcript after the hearing.
 - 18.11.1.6 A statement that if any party or witness does not appear at the scheduled hearing, the hearing may be held in their absence, and the party's or witness's statements given prior to the hearing will not be considered by the Decision-maker(s). For compelling reasons, the Chair may reschedule the hearing.
 - 18.11.1.7 Notification that the parties may have the assistance of an advisor of their choosing at the hearing. The party must notify the Title IX Coordinator if they do not have an advisor, and the University will appoint one.
 - 18.11.1.8 A copy of all the materials provided to the Decision-maker(s) about the matter, unless they have been previously provided.
 - 18.11.1.9 An invitation to contact the Title IX Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing. Such requests should be made at least seven (7) business days prior to the hearing.
- 18.11.2 Hearings for possible violations that occur near or after the end of an academic term (assuming the Respondent is still subject to Policy 5.01) that are not resolved prior to the end of term will typically be held immediately after the end of the term or during the summer, as needed, to meet the (60-90) calendar day goal for resolution.
- 18.12 Hearing Officer(s)/Decision Makers
- 18.12.1 The University will designate a single decision-maker/hearing officer or a three-member hearing panel at the discretion of the Title IX Coordinator based on availability. With a panel, one of the three members will be

appointed Chair by the Title IX Coordinator. [Hereinafter, references to the Chair will mean the single Hearing Officer when appropriate].

- 18.12.2 The hearing officers/decision makers will not have any previous involvement with the investigation.
- 18.12.3 The Title IX Coordinator cannot serve as a decision maker but can serve as a facilitator for the hearing.

18.13 Live Hearing

- 18.13.1 The live hearing may be conducted in-person or at the University's discretion may be held live virtually.
- 18.13.2 All live hearings will be recorded and the recordings will be property of Shawnee State University. A transcript will be made available to the parties for review and inspection at their request during the pendency of the process.
- 18.13.3 Participants at the hearing shall include the hearing officer(s), all parties, advisors to parties, support person(s), witnesses, investigators, and the Hearing Facilitator. All participants will sign an acknowledgement that they are required to maintain the confidentiality of proceedings. During the hearing, witnesses will be separated and called into the hearing room when it is their turn to answer questions.
- 18.13.4 In hearings involving more than one respondent or in which two (2) or more complainants have accused the same individual of substantially similar conduct, the default procedure will be to hear the allegations jointly.
- 18.13.5 The Title IX Coordinator may permit the investigation and/or hearings pertinent to each respondent to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each respondent with respect to each alleged policy violation.
- 18.13.6 During the hearing, the Hearing Officer or panel must evaluate all evidence and questions to determine their relevance. Before any party or witness answers a question from an advisor, the Hearing Officer or panel must determine whether the question is relevant and briefly explain any decision to exclude a question as not relevant, or request rephrasing. Questions that seek discovery of privileged information will not be permitted unless the person holding the privilege has waived the privilege. The Hearing Officer must document all questions excluded or modified, with the rationale.

- 18.13.7 All parties and witnesses must be willing to submit to cross-examination and answer all questions in order for their statements prior to or at the hearing to be fully admissible. If a party or witness does not submit to cross-examination because either they do not attend the hearing, or they attend but refuse to answer questions, the Hearing Officer/Panel must not rely on any statement of that party or witness in reaching a determination regarding responsibility. However, evidence provided that is other than a statement by the party or witness may be considered.
- 18.13.8 The Hearing Officer/Panel may not draw any inference solely from a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.
- 18.13.9 If a party's advisor refuses to comply with the University's rules of decorum for the hearing, the University may require the party to use a different advisor. If a University-provided advisor refuses to comply with the rules of decorum, the University may provide a substitute advisor to conduct cross-examination on behalf of that party.

18.14 Deliberation

- 18.14.1 The Hearing Officer/Panel will deliberate in closed session to determine whether the Respondent is responsible or not responsible for the policy violations in question based on the preponderance of evidence. A simple majority vote is required to determine the finding. The Hearing Facilitator may be present during deliberation to help procedurally, but may not address the substance of the allegations.

19.0 NOTICE OF OUTCOME & SANCTIONS

- 19.1 The Chair/Decision-maker will prepare a Notice of Outcome letter and share it with the parties and their advisors within (5) business days of making a determination.
- 19.2 Six items will be included in the outcome letter:
- 19.2.1 Identification of the allegations potentially constituting sexual harassment as defined in Policy 5.01 and applicable procedures;
- 19.2.2 A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- 19.2.3 Findings of fact supporting the determination;

- 19.2.4 Conclusions regarding the application of the University's code of conduct, University policies and procedures or collective bargaining agreements to the facts;
 - 19.2.5 A statement of and rationale for the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the University imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the University's education program or activity will be provided by the University to the Complainant; and
 - 19.2.6 The University's procedures and permissible bases for the Complainant and Respondent to appeal.
- 19.3 When there is a finding of responsibility on one or more of the allegations, the Decision-maker(s) will review any pertinent conduct history and will determine the appropriate sanction(s).
- 19.4 Possible sanctions for students are official warnings, disciplinary probation, deferred suspension, suspension, and dismissal.
- 19.5 Possible corrective actions for employees are set forth in other University disciplinary policies and procedures, or in the employees' collective bargaining agreement, where applicable.
- 19.6 The Title IX Coordinator will be responsible for implementing any remedies.
- 20.0 APPEALS
- 20.1 Both the Complainant and Respondent may appeal the outcome, including the finding of responsibility (or no responsibility) and/or the sanction. The request for appeal must be submitted in writing within five (5) business days of the delivery of the Notice of Outcome.
- 20.2 The burden of proof lies with the party requesting the appeal. The grounds for appeal are as follows:
- 20.2.1 Procedural irregularity that affected the outcome of the matter;
 - 20.2.2 New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - 20.2.3 The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

- 20.3 All appeal procedures must be implemented equally for all parties.
- 20.4 When one party appeals, the other party must be notified in writing.
- 20.5 The Appeal Decision-maker(s) must be different from anyone who made the determination regarding responsibility or dismissal and must not be either the Investigator or the Title IX Coordinator.
- 20.6 The Appeal Decision-maker(s) must be free from conflict of interest and bias.
- 20.7 Both parties must be given a reasonable, equal opportunity to submit a written statement in support of, or challenging, the responsibility determination and/or dismissal and/or sanctions, whichever issue(s) are the subject of the appeal.
- 20.8 The outcome of the appeal must be in writing, and must include the rationale. The written decision must be provided simultaneously to both parties.
- 20.9 The determination is final when all parties receive written notification of the results of any appeal or if no appeal is filed, the date on which the appeal would no longer be considered timely.
- 21.0 RECORDS
- 21.1 The University will maintain records for seven years of any sexual harassment investigation, including those relating to responsibility determinations, sanctions imposed on a respondent, remedies provided to a complainant designed to restore or preserve equal access to the University's programs or activities, any appeal and its result, and any informal resolution and the result therefrom.
- 21.2 The University must also create and maintain for a period of seven years records of any actions, including supportive measures taken in response to a report or formal complaint of sexual harassment, as well as records that document the basis for the University's conclusions and indicating that it has taken measures designed to preserve access to the institution's educational program or activity.
- 21.3 The University must also create and maintain for a period of seven years all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The University will make these materials available on its website.
- 22.0 TRAINING
- 22.1 The University will ensure that Title IX Coordinators, investigators, decision-makers, and persons who facilitate an informal resolution process receive training on the definitions of sexual harassment in Policy 5.01 and this procedure, the scope of the University's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as

applicable, and how to serve impartially, including issues of neutrality, conflicts of interest, and bias.

- 22.2 The University will ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.
- 22.3 The University will ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- 22.4 Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

23.0 REVISION OF POLICY AND PROCEDURES

- 23.1 This procedure under Policy 5.01 will only take effect for cases filed on or after August 14, 2020.
- 23.2 If laws or regulations change – or court decisions alter – the requirements in a way that impacts this procedure, this procedure will be construed to comply with the most recent statutes, regulations and court holdings.

24.0 DEFINITIONS

As used in this procedure:

- 24.1 *Advisor* means a person chosen by a party or appointed by the University to conduct cross-examination for the party at the hearing.
- 24.2 *Business days* means all days with the exception of Saturdays, Sundays, and University-recognized holidays.
- 24.3 *Calendar days* has its common meaning, however, when the last calendar day by which an action must be taken (i.e., deadline) falls on a Saturday, Sunday, or University-recognized holiday, the deadline will be extended to the next business day.
- 24.4 *Complainant* means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on sex; or retaliation for engaging in a protected activity.
- 24.5 *Consent*, as used in sections 18.8.1.3, and 24.24.1 through 24.24.4, means permission that is clear, knowing, voluntary, and expressed prior to engaging in and during an act. Consent must be clear and unambiguous for each participant throughout any sexual encounter. Consent is active, not passive. Silence, in and of itself, cannot be

interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.

- 24.5.1 Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity.
 - 24.5.2 Consent may be withdrawn at any time.
 - 24.5.3 Consent must be freely given (without compulsion or duress).
 - 24.5.4 Consent must be given by a person legally capable of consenting.
 - 24.5.5 Consent cannot be obtained through fraud.
 - 24.5.6 Previous relationships or prior consent cannot imply consent to future sexual acts;
 - 24.5.7 Consent cannot be given by an individual who one knows to be – or based on the circumstances should reasonably know to be – substantially impaired (e.g., by alcohol or other drug use, unconsciousness or blackout, etc.).
 - 24.5.8. Substantial impairment is a state when an individual cannot make rational, reasonable decisions because she/he lacks the capacity to give knowing consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).
 - 24.5.9 Substantial impairment may result from other physical or mental conditions including mental disability, lack of sleep, involuntary physical restraint, or from the consumption of alcohol or other drugs.
 - 24.5.10 Being impaired by alcohol or other drugs will never function as a defense for any behavior that violates this policy.
 - 24.5.11 An individual cannot consent who has been coerced, including being compelled by force, threat of force, or deception; who is unaware that the act is being committed; or who is coerced by a supervisory or disciplinary authority.
- 24.6 *Dating Violence* means violence committed by a person who has been in a social relationship of a romantic or intimate nature with the Complainant, where the existence of such a relationship shall be determined by:
- 24.6.1 the length of the relationship;
 - 24.6.2 the type of relationship; and

24.6.3 the frequency of interaction between the persons involved in the relationship.

For the purpose of this definition, dating violence includes sexual or physical abuse. Dating Violence does not include acts covered under the definition of domestic violence.

- 24.7 *Domestic Violence* is a crime of violence committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, by a person cohabitating with or who has cohabitated with the Complainant as a spouse or intimate partner, by a person similarly situated to a spouse under the laws of Ohio, or by any other person against an adult or youth complainant who is protected from that person's acts under the domestic or family violence laws of the location where the crime occurred.
- 24.8 *Education program or activity* means locations, events, or circumstances where Shawnee State University exercises substantial control over both the Respondent and the context in which the sexual harassment or discrimination occurs and includes any building owned or controlled by a student organization that is officially recognized by the University.
- 24.9 *Finding* means a conclusion by the preponderance of evidence that the conduct did or did not occur as alleged.
- 24.10 *Formal Grievance Process* means the procedure set forth in Sections 18 through 20, above.
- 24.11 *Hearing Decision-maker or Panel* refers to those who have decision-making and sanctioning authority within the University's Formal Grievance process.
- 24.12 *Investigator* means the person or persons charged by the University with gathering facts about an alleged violation of this Policy, assessing relevance and credibility, synthesizing the evidence, and compiling this information into an investigation report.
- 24.13 *Mandated Reporter* means an employee of the University who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.
- 24.14 *Official with Authority (OWA)* means an employee of the University explicitly vested with the responsibility to institute corrective measures on behalf of the University in response to allegations of harassment, discrimination, and/or retaliation.
- 24.15 *Parties* include the Complainant(s) and Respondent(s), collectively.
- 24.16 *Process A* means the Formal Grievance Process.

- 24.17 *Process B* means the administrative resolution procedures such as the student code of conduct, University disciplinary policies and procedures, or faculty and staff collective bargaining agreements.
- 24.18 *Quid Pro Quo* is conduct on the basis of sex where an employee of the University conditions the provision of an aid, benefit, or service of the University on an individual's participation in unwelcome sexual conduct.
- 24.19 *Remedies* are post-finding actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the University's educational program.
- 24.20 *Respondent* means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on sex, or retaliation for engaging in a protected activity.
- 24.21 *Resolution* means the result of an informal or formal grievance process.
- 24.22 *Sanction* means a penalty imposed by the University on a respondent who is found to have violated policy 5.01.
- 24.23 *Stalking* is a course of conduct directed at a specific individual that would cause a reasonable person to suffer substantial emotional distress or fear for her, his, or others' safety. For the purpose of this definition:
- 24.23.1 *A course of conduct* includes two or more acts, including but not limited to, those in which the alleged perpetrator directly, indirectly, or through third parties, by any action, method, device, or means, followed, monitored, observed, surveilled, threatened, or communicated to or about the Complainant, or interfered with the Complainant's property.
- 24.23.2 *Substantial emotional distress* means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.
- 24.23.3 *Reasonable person* means a fictional person who approaches a situation with an ordinary degree of reason, prudence, care, foresight, and intelligence.
- 24.24 *Sexual Assault* is defined as an offense that meets the definition of rape, sodomy, sexual assault with an object, fondling, incest or statutory rape as used under the uniform crime reporting system.
- 24.24.1 *Rape* is defined as using penetration, no matter how slight, of the vagina or anus with any body part or object or oral penetration by a sex organ of another person without consent of the Complainant.

- 24.24.2 *Sodomy* is oral or anal sexual intercourse with another person, forcibly and/or against that person's will; or not forcibly against the person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.
- 24.24.3 *Sexual Assault with an Object* is use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical incapacity.
- 24.24.4 *Fondling* is defined as the touching of the private body parts of another person (buttocks, groin, breasts), for the purpose of sexual gratification, forcibly, and/or against that person's will (non-consensually), or not forcibly or against the person's will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- 24.24.5 *Incest* is defined as non-forcible sexual intercourse between persons who are related to each other, within the degrees wherein marriage is prohibited. In Ohio, this means individuals closer in kin than second cousins may not have sexual intercourse.
- 24.24.6 *Statutory rape* is defined as non-forcible sexual intercourse with a person who is below the statutory age of consent. In Ohio, state law prohibits sex with any individual under the age of 13; additionally, individuals over the age of 18 may not have sex with individuals under the age of 16.
- 24.25 *Title IX Coordinator* is the official designated by the University to ensure compliance with Title IX of the Education Amendments Acts of 1972 and the University's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.

History

Effective: 01/19/91

Revised: 08/27/2020; 08/14/2020; 10/14/16, Merges Procedures 5.01:2 and 5.01:4
08/01/14, Replaced Interim Procedure 5.01:2 Eff. 09/13/13
09/13/13, Replaced Interim Procedure 5.01:2 Eff. 01/10/16
01/10/06, Policy 5.03, Unlawful and Prohibited Discrimination,
Converted to Interim Procedure 5.01:2

Shawnee State University

POLICY TITLE:	CONTROLLING INFECTIOUS AND COMMUNICABLE DISEASES
POLICY NO. :	4.93REV
ADMIN CODE:	3362-4-63
PAGE NO.:	1 OF 2
EFFECTIVE DATE:	09/11/2020
NEXT REVIEW DATE:	05/2023
RESPONSIBLE OFFICER(S):	VPF&A/PROVOST
APPROVED BY:	BOARD OF TRUSTEES

1.0 PURPOSE

This Policy's purpose is to safeguard against infectious and communicable diseases by adopting strategies that will mitigate the impact of imminent or emerging threats of disease upon the campus community.

2.0 DEFINITIONS

- 2.1 Infectious or communicable disease – An infectious or communicable disease is the presence and growth of a microorganism that produces a disease that may be transmitted directly or indirectly from one individual to another. An infectious or communicable disease may be transmitted by inhalation of airborne pathogens, ingestion into the gastrointestinal tract from contaminated food, water or utensils, direct contact with a pathogen with a normally protected part of the body, or insects.
- 2.2 Other health-related conditions - Any condition that may not pose a serious risk to health or life safety but, if not controlled, could result in a considerable impact on daily operations of the university. These conditions may be transmitted from off campus which could require some action be taken at home or at the origin of the issue. Examples of these conditions can include but are not limited to scabies, fleas, bed bugs, lice etc.

3.0 SCOPE

- 3.1 This policy addresses infectious & communicable diseases that could impact the university population and that can be transmitted by air, object or through casual contact. Some examples of these infectious & communicable diseases include but are not limited to:

- Measles (Rubella, Rubeola)
- Tuberculosis
- Hepatitis
- Meningitis (viral and bacterial)
- Chicken Pox
- Influenza
- Pneumonia
- Mononucleosis
- Ebola
- Severe Adult Respiratory Syndrome (SARS) or SARS-CoV-2 Virus

3.2 Other conditions (i.e. scabies, fleas etc.) that pose risks of contagion and that would put the university community at risk.

3.3 Excluded from this policy are diseases transmitted through sexual contact, or through needle use, such as Hepatitis B and HIV (see [Policy 5.21 Bloodborne Pathogens](#)).

4.0 PROCEDURES

Procedures will be implemented to manage instances in which students, faculty and/or staff contract an infectious or communicable disease and to develop and implement strategies and actions to contain a threat of the spread of a serious disease on campus.

History

Effective: 09/11/2020; 05/08/15

Applicable Procedures: [4.93:1 Infectious and Communicable Disease Procedure](#)

INFORMATION ONLY

PROCEDURE TITLE:	INFECTIOUS AND COMMUNICABLE DISEASE PROCEDURE
PROCEDURE NO.:	4.93:1REV
RELATED POLICY:	4.93REV
PAGE NO.:	1 OF 8
RESPONSIBLE ADMINISTRATOR(S):	VICE PRESIDENTS DESIGNATED ADMINISTRATORS
EFFECTIVE DATE:	09/11/2020
NEXT REVIEW DATE:	09/2023
APPROVED BY:	PRESIDENT

1.0 PURPOSE

- 1.1 To adopt procedures that effectively implement Policy 4.93Rev and that are necessary to ensure a healthy and safe campus environment.
- 1.2 To identify those with responsibilities to develop, implement, and carry out plans and protocols when confronted with potential and/or confirmed infectious or communicable diseases that may affect the campus community.
- 1.3 To proactively respond to instances of infectious & communicable diseases (as defined by policy 4.93Rev) that may threaten the campus, as well as other health-related conditions that may impact the university community.
- 1.4 To provide training and information sessions necessary for the campus community to be adequately prepared for an imminent or impending disease threat.

2.0 RESPONSIBILITIES

- 2.1 The University President has oversight authority for emergency actions should a community, statewide, or national outbreak of an infectious or communicable disease as defined in Policy 4.93Rev threaten the campus.
- 2.2 Vice Presidents and other senior leaders have executive-level responsibilities for the organizational units that develop and execute plans designed to contain a potential spread of an infectious or communicable disease on campus. These leaders oversee task forces or committees appointed by the President to create or revise university response plans and protocols.
- 2.3 The Director of Counseling and Health Services or designee is the primary contact to receive reports of potential infectious or communicable diseases, serves as the primary contact with the local health department for associated health-related matters, performs preliminary risk assessments to determine the

potential threat to the campus, and collaborates with the Pandemic Response Team (see Section 10.0 below) to effectuate response plans when needed.

2.3.1 Notification of an infectious or communicable disease may be received from on-campus or off-campus sources such as but not limited to: local health department, Ohio Department of Higher Education (ODHE), state health department, Ohio governor, or national health officials (e.g., Centers for Disease Control (CDC)).

2.4 Upon notice, the Director of Counseling and Health Services will consult with applicable University officials (i.e., Director, Risk Management, Director, Department of Safety, etc.) to conduct a preliminary risk assessment.

2.4.1 If the preliminary assessment that includes evidence provided by the Centers for Disease Control (CDC), state health officials, and/or the local health department reveals that there is campus-wide risk, the following actions will occur:

2.4.1.1 The Director of Counseling and Health Services will establish an SSU Health Team to coordinate campus health-related matters in collaboration with the local Health Department and the SSU Health Clinic.

2.4.1.2 The President will appoint and convene a Pandemic Response Team (See Section 10.0, below) for the express purpose of ensuring an effective University response.

2.4.2 If the preliminary assessment reveals that there is not campus-wide risk, the Director of Counseling and Health Services or designee will work with the affected individuals and offices to implement steps to contain or provide care for the specific cases.

2.5 Office of Risk Management, Contracts, and Procurement

The Director of Risk Management & Procurement is responsible for ensuring the central procurement and provisioning of bulk personal protective equipment (PPE), conducting or assisting others to conduct risk assessments of space and facilities, maintaining records and making reports regarding risk management and insurance coverages, providing guidance to university officials related to risk matters, and serving as liaison with contractors and vendors as needed.

2.6 Department of Public Safety

The Director of Public Safety is responsible for the overall safety of the public and the campus environment and has explicit authority to:

2.6.1 Execute actions essential for the overall public safety of the campus

and coordinating necessary actions with community leaders and officials.

2.6.2 Manage situations in which the police/security officers need to be involved including providing aid and support in instances in which a person with an infectious or communicable disease is convalescing on campus.

2.6.3 Ensure the police/security officers are fully informed about the disease, the location where a patient is convalescing, and the recommended methods of self-protection should the officers have direct contact with the infected person.

2.7 Office of Marketing & Communications

The Director of Marketing & Communications is responsible for transparent, accurate, and timely communication as required to achieve an understanding of a health and/or safety matter essential for public safety and is SSU's designated Public Information Officer (PIO). Responsibilities may include preparing public announcements, issuing safety alerts, coordinating public inquiries, and ensuring that effective internal communications are delivered

3.0 STUDENTS: INFECTIOUS AND COMMUNICABLE DISEASE PROCEDURES

3.1 Residential Students (University-owned or managed properties)

3.1.1 Residential students are required to report any suspected contagious condition to their resident coordinator (RC) or the Dean of Students and to visit the University's Health Clinic or another health care provider.

3.1.2 A student suspected of having a communicable or infectious disease or of having been exposed will be evaluated by the University's Health Clinic or another health care provider. The student should notify his/her county of residence health department and comply with instructions that are offered. In addition, residential students may be required to notify the local Health Department.

3.1.3 Students may be required to provide medical documentation to confirm or verify absence due to an infectious or communicable disease that includes but is not limited to: a diagnosis and treatment; wound care if applicable; anticipated length of isolation, activity restrictions, including isolation/quarantining requirements; ability to return to school, campus, and residence halls when the student is no longer infectious; and a continued plan of care that includes the duration of such care.

3.1.4 If a student is diagnosed as having an infectious or communicable disease by the University's Health Clinic or other health care provider, the

University's actions may include but are not be limited to requiring the student to return to his/her home. If returning home is not feasible, the residential housing management will make every reasonable effort to house the patient on campus as quickly as possible and to comply with quarantining protocols established by the SSU Health Clinic or local health department.

- 3.1.5 The Dean of Students will ensure residential housing protocols are followed and coordinate with the SSU Health Team or others designated to facilitate meals, maintain communication with quarantined students, and address class attendance matters for quarantined students.
- 3.1.6 Before a student is removed from isolation/quarantine and permitted to return to in-person classes, the student must comply with established protocols that may include providing the Dean of Students with the required documentation needed to confirm or verify absence due to an infectious or communicable disease and clearance to return to in-person classes.

3.2 Students Residing Off Campus (Commuting Students)

- 3.2.1 Students who commute to campus are responsible for reporting any suspected contagious condition to the Dean of Students. A commuting student suspected of having a communicable or infectious disease should notify his/her county of residence health department, the SSU Health Clinic, and the appropriate instructors.
- 3.2.2 The commuting student may be required to provide medical documentation to confirm or verify absence of communicable disease or infection that includes but is not limited to: a diagnosis and treatment; wound care if applicable; anticipated length of isolation; activity restrictions; clearance to return to school, campus, residence halls, etc. (i.e., student is no longer infectious); a continued plan of care; and the duration of such care.
- 3.2.3 Upon determining the student has an infectious or communicable disease, the Dean of Students will work with the SSU Health Team, the student, and where appropriate, with the student's health care provider to determine when the student can return to campus.
- 3.2.4 Before a student returns to campus, he/she must follow the established protocols and where required provide the Dean of Students and applicable faculty documentation to confirm or verify the absence of a communicable disease or infection.
- 3.2.5 The SSU Health Clinic will retain medical related documentation associated with an infectious or communicable disease.

3.3 Student Athletes

SSU student athletes are responsible for reporting any suspected contagious condition to the University's Athletic Trainer (AT) and his/her coach. The AT will provide instructions for the proper evaluation by the SSU Health Team which may require isolation based on the diagnosis. The AT in coordination with the SSU Health Team and/or treating physician, will determine the appropriate release date for return to play.

3.4 Student Recreation

Any student suspected or diagnosed as having an infectious or communicable disease will not be permitted to participate in SSU recreational activities. This includes but is not limited to: intramurals, activities on the Turf, Daehler Tennis Center, James A. Rhodes Athletic Center (including student recreation center, performance athletic weight room, Warsaw Aquatic Center, Waller Gymnasium), and attendance at any home intercollegiate athletic event.

4.0 EMPLOYEES: INFECTIOUS AND COMMUNICABLE DISEASE PROCEDURES

- 4.1 An employee who has been exposed to an infectious or communicable disease, has tested positive for a disease, or is experiencing other conditions associated with an infectious or communicable disease as defined in Policy 4.93Rev is responsible for reporting that information to his/her supervisor, the SSU Health Clinic and the local health department in accordance with instructions issued by the University.
- 4.2 For the health and safety of the university community, the employee may be required to remain off work in accordance with an established time-period. In some instances, the employee will be assigned an alternative work schedule and/or directed to work from home.
- 4.3 Any employee requiring isolation or quarantining may be requested to provide a statement from his/her physician to his/her supervisor before being permitted to return to work. If a statement is requested it must indicate that the employee poses no risk to the university community from the communicable disease.
- 4.4 If a medical condition exists related to an infectious or communicable disease, the employee may request a leave of absence. Associated leaves of absence will be managed according to university policy and applicable bargaining unit agreements.
- 4.5 The employee's supervisor is expected to report or ensure reporting has occurred by the employee to the appropriate officials should a case of infectious or communicable disease be suspected or confirmed in his/her area(s) of responsibility. The supervisor is to follow guidelines established by the University to effectively monitor the employee's status and to assess the potential impact upon the community.

5.0 CHILDREN'S LEARNING CENTER

- 5.1 When the occurrence of an infectious or communicable disease involving a child enrolled in the Children's Learning Center (CLC) has been confirmed and that poses a threat to the university community, the Director of the CLC will notify the SSU Health Team, the local Health Department and other officials as required by state law.
- 5.2 The CLC staff will follow the requirements of the *Ohio Department of Job and Family Services Child Care Center Manual* and/or any similar publications issued in the future.
- 5.3 Per CLC policy, if a child has a confirmed diagnosis of a communicable disease that poses a potential threat to the university community, prior to returning to the program, the parents of the child will be required to present a doctor's certificate to the CLC Director certifying that the child is no longer contagious to others and that the child presents no risk to the University community.

6.0 ACADEMIC PROGRAMMING

- 6.1 Academic Deans are responsible for the transparent and effective communication with department chairs and other academic units of guidelines issued by the University as well as health regulations from local and state health departments and/or other state officials.
- 6.2 Academic Deans will serve as members of the Pandemic Response Team (see Section 10.0, below) in instances in which academic programming and other instructional matters could be impacted by an infectious or communicable disease.
- 6.3 In all instances of potential or confirmed infectious or communicable disease on campus, Academic Deans will actively engage with the Pandemic Response Team to ensure mitigation plans pertinent to the protection of faculty members and students are developed and adopted.

7.0 UNIVERSITY-SPONSORED CAMPS AND CONFERENCES

- 7.1 Any participant suspected or diagnosed as having an infectious disease will not be permitted to participate in any university-sponsored camp or conference and should refrain from coming to campus.
- 7.2 Any participant who becomes ill while participating in a university-hosted camp or conference or who is confirmed to have an infectious or communicable disease will be asked to leave campus immediately and if needed will be isolated until such time the individual can be picked up and taken off campus.
- 7.3 Prior to returning to the campus, the participant must present a doctor's statement to the program supervisor certifying that he/she is no longer contagious to others and that he/she presents no risk to the university community.

8.0 MEASURES TO PREVENT TRANSMISSION OF DISEASE OR INFECTION

- 8.1 Multiple measures may be enacted by the President to avoid the spread of infectious or communicable diseases in the campus community. Such measures will be guided by state and local health department advisories, Ohio Governor's mandates, and directives from the Chancellor of the Ohio Department of Higher Education (ODHE) and/or the Centers for Disease Control (CDC).
- 8.2 To effectively mitigate the impact of severe exposures of infections or communicable diseases and to protect and preserve the health and safety of the campus community, the President may issue or authorize measures that include but are not limited to:
 - 8.2.1 Closing or partially closing the campus, including residential housing and university buildings.
 - 8.2.2 Delivering of services (administrative and instructional) through alternative measures (online instruction, remote work assignments, etc.).
 - 8.2.3 Requiring the campus community to comply with health strategies such as basic hygiene (washing hands, using sanitizer), use of Personal Protective Equipment (e.g., wearing of face mask/covering, gloves, gowns, etc.), and adherence to physical distancing guidelines, etc.
 - 8.2.4 Discouraging students from sharing personal items and limiting or canceling group activities and campus events.
 - 8.2.5 Enforcing procedures to ensure any wounds are properly dressed and other sanitization measures are implemented (e.g., appropriate laundering of soiled clothing and linens).
 - 8.2.6 Cleaning and sanitizing environmental surfaces, including deep cleaning measures if necessary.
 - 8.2.7 Providing cleaning and sanitizing supplies to campus locations.
 - 8.2.8 Enacting timely and comprehensive communications strategies including the distribution of information to the campus community, posting of signage, and other means of effective communications.

9.0 TRAINING

- 9.1 The Department of Human Resources will collaborate on training and awareness opportunities for employees and will serve as advisor to the Dean of Students to provide awareness opportunities for students. Such training may be mandatory.
- 9.2 Training will cover at minimum an overview of the definition and nature of the disease, the related University policy and procedures specific to respond to the disease, and methods of self-protection.

9.3 In some instances, employees and students may be asked to sign an acknowledgement of completion of the training and/or acceptance of actions necessary to protect the individual and the community (e.g., wearing facial coverings, physical distancing, personal hygiene, etc.)

10.0 MANAGING AN EPIDEMIC OR PANDEMIC INVOLVING AN INFECTIOUS OR COMMUNICABLE DISEASE ON CAMPUS

10.1 Due to the unique and broad impact of the health and safety risks to the campus and the community from an epidemic or pandemic, the President will establish a Pandemic Response Team that may include members of the University's Emergency Response Team (Policy 5.35Rev) along with specialized health professionals to manage the emergency.

10.2 The Pandemic Response Team core membership consists of the President, Provost, Vice Presidents, and/or their designees. Other members may include, but not be limited to: Director of Facilities, Risk Manager, Deans, Director of Counseling & Health Clinic, Director of Human Resources, Director of Public Safety, Dean of Students, and Director of Marketing and Communications.

10.3 The Pandemic Response Team will be responsible to comply with the President's directions that may include the review of existing university policies and procedures, gathering and researching of relevant data, obtaining explicit local, state, and/or national advisories and applicable regulations, and delivery of an effective Response Plan to address the specific environmental conditions.

History

Effective: 05/08/2015

Revised: 09/11/2020



Shawnee CARES Grant

HEERF & CARES

Application & Certification

SSU signed and submitted application for the Higher Education Emergency Relief Fund (HEERF) through the Coronavirus Aid, Relief, and Economic Security (CARES) Act on April 20, 2020

CARES Grant Uses

Shawnee CARES funds are available to help students with expenses related to the disruption of campus operations due to the Coronavirus pandemic.

Housing – Food – Technology – Medical – Child Care – Course related

Eligibility

Students enrolled in Spring 2020, eligible for Title IV Financial Aid and not enrolled as an e-campus student.

Expanding the eligibility requirements to include those enrolled in Summer and Fall semesters.

SSU's Allocation & Distribution

Amount to be awarded for Emergency Financial Aid Grants to Students \$1,786,455

- As of August 27, 2020, \$533,978 has been disbursed to 770 students.
- Ongoing review of applications for those students with eligible expenses enrolled in Spring, Summer, or Fall semesters.

**Division of Advancement & Enrollment Management Report
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September 11, 2020**

Alumni and Community Events

The Shawnee State **Fall Bear Run** will be virtual and run in October. The **Golden Bear Program** has continued programming during COVID-19 with virtual gathering and at home exercise videos with instructor Melissa Davis with other events planned in October.

Community events have been postponed on campus until October 2020 and all gatherings are limited with COVID-19 restrictions.

Athletics

An athletic roster showing a total of 358 student athletes and the fall athletic schedule are attached to this report.

Marketing and Communications

The Office of Marketing & Communications has been supporting the **Safe Return to Campus Plan** with daily email updates to campus, dedicated websites, FAQs, and published documents with changes in policies, procedures, and guidance for students, employees, faculty, and visitors. The team continued to lead and manage **COVID-19 crisis communications** with weekly news articles and updates, as well as media requests for information related to positive tests and SSU's ongoing safety protocols. The team also launched internal and external campaigns to promote use of face masks, social distancing and handwashing. These included **Go the Distance**, **Shawn says ROAR**, and **Grin & Wear It** poster campaigns and a "**Shawn E. Bear prepares for Fall 20**" video that resulted in one of SSU's top performing Facebook videos. Marketing & Communications assisted the SSU Health Team in implementing a new **Health Pass feature on the SSU App** that allows members of the campus community to monitor and report their health daily, self-report a positive COVID-19 test, and check-in to spaces throughout campus by scanning QR Codes. Marketing & Communications is serving as tech support for the SSU Health Team in managing more than 642 QR codes, promoting use of the SSU App to the campus community, developing training tools including a step-by-step video, and assisting students, faculty and staff who encounter issues with downloading or using the new tool.

Marketing & Communications assisted with onboarding new and returning students with **Weekend of Welcome promotions and communications**, a daily email with tips for students as the semester started, and ongoing messages on the SSU App.

Marketing & Communications supported recruitment with targeted email, paid search, and social media campaigns aimed at Fall 2020 enrollment. The team continued to support both virtual and in-person Campus Visits, Virtual New Student Orientations, and Virtual and Self-Guided Campus Tours. The team, working with the Department of Natural Sciences, added an online Tree Campus USA tour. New billboards and campus banners were launched in August and the team developed plans for Fall 21 recruitment campaigns.

Pre-Collegiate Programs and Initiatives

On July 29, the Children's Learning Center was notified that our application for the **Comprehensive State Literacy Development Grant subgrant through the Ohio Department of Education was selected for award**. The award amount of \$393,750.00 will be utilized to build a model literacy site at the Children's Learning Center for children birth to kindergarten entry. The grant will run through June

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2024. The university was one of sixteen grant awards across the state, the only recipient from Region 15, which covers Ross, Pike, Lawrence and Scioto Counties.

The Children's Learning Center celebrated the conclusion of its summer program on August 14 with refreshments provided by Scent from Heaven Bakery. The Children's Learning Center set a new record with its **largest enrollment since opening in 1999 during the month of August with 102 children enrolled.** With pandemic support payments from the State of Ohio, the center was able to maintain the health and safety of all students and staff by maintaining lower group sizes, no more than six children in a group of infants and toddlers, and no more than nine children in a group of preschoolers and school-agers. The center has chosen to maintain operations with lower group sizes and lower ratios as recommended and incentivized by the State of Ohio.

This year, our **AmeriCorps ServeOhio Program Project BEAR: Building Emerging and Achieving Readers** expanded from 14 service members to 21 service members. Through a partnership with Easter Seals of Central and Southeast Ohio and the Governor's Imagination Library, two service members will serve in two regions covering Scioto, Pike, Jackson, Hocking, Gallia, Vinton, and Meigs counties providing community outreach, parent education, and enrollment in the Imagination Library program. The remaining 19 members will serve in Scioto County, partnering with neighboring schools to provide direct literacy instruction to students. The first cohort of Project BEAR members were trained August 10-September 4 on Language Essentials of Teachers of Reading and Spelling (LETRS) Early Childhood, CPR, First Aid, Communicable Disease, Child Abuse Recognition, and practiced the skills learned during training in the classrooms at the CLC under the supervision of Project Coordinator, Hayley Venturino. These members will start serving in their placements on Tuesday, September 8. The second cohort will begin their trainings on September 8 before beginning in their placements on Monday, October 5. Additionally, Project BEAR will present at the State Commission for Service and Volunteerism meeting on September 10 to highlight program successes during COVID-19 closures. The Children's Learning Center **hired two new classroom teachers**, Abigail Jenkins and Jordan Hileman, who began on August 17. Jenkins is a 2016 graduate of Wheelersburg High School and a 2020 graduate of Ohio University with a Bachelor's degree in Early Childhood Education. Hileman is a 2016 graduate of Portsmouth West High School and a 2020 graduate of Shawnee State University with a Bachelor's degree in Early Childhood and Special Education.

On August 21, the Children's Learning Center held an **Open House by appointment only**, so new families and students could complete a self-guided tour and visit their classroom in advance of the fall semester. Classroom teachers conducted parent orientation sessions via Zoom in small groups. The Children's Learning Center is at capacity this fall with a growing waitlist.

Vern Riffe Center for the Arts

As of August, Governor DeWine released a new mandate regarding Performing Arts Theaters. For the VRCFA this translates to a capacity of 170 audience members. As we ease into this, we are considering local renters which typically have smaller audiences as a good route to try these guidelines. We will continue to hold off on any large scale, Broadway style shows until audience capacity is drastically increased. We do not intend to present any VRCFA sponsored events until Spring 2021 but we are open to rentals in the meantime. Each rental will go through an approval process to ensure guidelines are set and protocols followed. Our first approved program is the Performing Arts Academy which begins September 7th. Guidelines were established, internally reviewed and ultimately approved by the Scioto County Health Department. We're excited and hopeful as we ease into reopening. We're also working very hard to plan the FY21-22 season as it will be the delayed celebration of our 25th anniversary.

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Development Foundation

SSUDF has **partnered with the Plastics program** at SSU to market, invoice, and deliver face shields produced by our students and staff to the public. To date, the PPE program has sold 1,826 shields to people in three states - Ohio, Kentucky, and Indiana. The PPE program has raised almost \$7,000 for the Plastics program to continue purchasing materials and training students.

The **SSUDF has reorganized** and with that has personnel changes to report. After finishing with the current audit, Aimee Welch is moving to Admissions to serve as Assistant Director of New Student Experience. Chris Moore moves to be the Director and Jessica Blanton will serve as the Operations Manager of the SSUDF.

Kricker Innovation Hub & Entrepreneurship

In January of 2020, the Kricker Innovation Hub announced that we were one of ten communities selected to participate in the Rural Innovation Initiative (RII) from the Center on Rural Innovation. Since July, we've engaged in Strategic Planning with the RII team to **assess our foundational elements, establish expected outcomes for the next 3-5 years, and create a detailed plan to accomplish those goals.** Throughout this process, we've also engaged in working groups related to micro credentialing and virtual events.

On Wednesday, August 26th, **the Kricker Innovation Hub partnered with OhioX, a new trade association for technology in Ohio, to bring their inaugural tech tour to Portsmouth** in a virtual panel discussion. Participants included David Kilroy from the Innovation Hub, Jason Vititoe from PureCycle Technologies, and Paul Yost from Yost Labs. Video from the event is available online.

We've completed our Q3 report for our Appalachian Regional Commission POWER grant, and despite decreased events and workshops this summer due to COVID, **we expect to surpass total metrics estimates** for the grant from 2019-2021. This grant provides dollars to SSU and five subgrantee partners to support entrepreneurship through makerspaces, coworking spaces, and incubators across the region. Derrick Parker is the new KIH Program Coordinator hired through this grant, organizing our virtual events this fall.

Shawnee State University is engaging firm **A359 as our lead A/E contract for the renovation of the Kricker Innovation Hub.** The architecture firm has begun design work and environmental assessments, and we've agreed on an aggressive timeline to start construction.

Auxiliary and Business Operations

Provided **housing** for many students returning to campus during the summer months to continue clinical, lab, and other academic work, interrupted by COVID, yet required for degree completion. Facilitated the repairs & cleaning of all units in preparation for fall 2020 opening as part of the "safe return to campus" campaign.

Worked all summer with **food service partner** to ensure compliance with federal, state, and local health department mandates regarding our campus dining programs. Kicked off the construction of our new Chilaca's and Market Place venues, slated for opening later in the semester.

Re-opened Printing Services in mid-August to begin printing academic instructional materials as requested in addition to much of the signage needed for the start of fall semester.

**Division of Advancement & Enrollment Management Report
to the Meeting of the Board of Trustees
September 11, 2020**

Vice President's Report

Months of preparation over the summer to make our facilities and programs ready for a return to campus paid off and fall semester is off to a strong start. Sharp reductions in travel and assembly have made it a challenge to deliver some of the very best our university has to offer – new facilities, personalized attention, and small-campus community. Regardless, more students than ever returned for their sophomore and upperclassmen years as classes resumed in on-campus, on-line, and hybrid formats. Not surprisingly, the number of first-time students enrolling at SSU declined this year after substantial increase last year, as many would-be freshmen opted to delay their college start due to coronavirus. A strong push for spring term is underway to capture those students who deferred fall matriculation.

As part of our divisional reorganization announced in June, Advancement & Enrollment Management began its assessment of financial aid operations in July and combined the office with admissions. In the coming weeks, we will (1) announce a new scholarship model aimed at increasing the availability of need-based aid and reducing overall institutional expenditures; (2) streamline financial aid operations, including an overhaul of processing, software, communications and customer service; and (3) deploy modified remote and virtual delivery of many recruiting and admissions services that are typically delivered in-person.

Auxiliary revenues will be significantly strained throughout FY21 with reductions in campus housing occupancy, the cancelation or suspension of athletic activities, meetings, conferences and performances. Our objective is to maintain permissible operations to a level that provides the maximum student experience while supporting the university's commitment to health and safety. Plans are in place to rapidly return operations to full capacity as soon as guidelines and prudence allow.

*Respectfully Submitted,
Eric Andrew Braun, JD
VP for Advancement & Enrollment Management*